

CASES REPORTED THIS WEEK.

In the Solicitors' Journal.

Adam Eytan (Ldn.), Re	457
Anglo-Montana Mining Co. (Ldn.), Re	457
District Bank of London, Re	457
Henderson, Re, Nouveau v. Free- man	458
Neal v. Barrett	458
Neath Harbour Smelting and Rol- ling Works (Ldn.), Re	457
North and South-Western Junc- tion Railway Co. v. Brentford Union Assessment Committee ..	458
Reg. v. Judge of the Chelmsford County Court and Clarke	458
Schneider v. Bond	458
Smith, Re, Clements v. Ward ..	458
Swanston (an Infant), Re	457

Ward v. Marshall	459
Winter v. Baker	459

In the Weekly Reporter.

Aron v. Bentinck	478
Coppard, In re, Howlett v. Hodson Eberle's Hotel and Restaurant Co. (Limited) v. Jonas & Brothers ..	478
Hedgely, In re, Small v. Hedgely ..	478
Hochkin's Settled Estates, In re ..	478
Payne, Ex parte, In re Cotton	478
Picker v. London and County Banking Co. (Limited)	460
Reg. v. Mayor of Liverpool	475
Riley to Streetfield, In re	470
Royal Exchange Shipping Co. v. Dixon	481
Trade-Mark "Normal" In re	484
Tritton v. Bankart	474

The Solicitors' Journal and Reporter.

LONDON, APRIL 30, 1887.

CURRENT TOPICS.

LORD JUSTICE BOWEN, who has been absent from court through indisposition ever since the beginning of the present sittings, is expected to resume his attendance in court on Monday next.

INTERLOCUTORY APPLICATIONS in causes and matters proceeding in the District Registry of Liverpool and the District Registry of Manchester will be taken by Mr. Justice KEKEWICH on alternate Saturdays, commencing with Liverpool business on Saturday, the 30th inst. There will be little or no business on this first day, and probably Manchester will provide none on the 7th of May.

THE COMMITTEE nominated by the Lord Chancellor to consider the report of Lord SELBORNE's Committee on the distribution of business in the Chancery Division and of the clerical staff, so far as the recommendations of that report have not been carried out by Rules of Court, will commence its labours next week, and will, it is understood, apply itself principally to the subject of the possible amalgamation of the offices of registrar, chief clerk, and taxing master. It is not yet announced which of the Chancery judges will be on the committee, but it is understood that a Chancery registrar, a chief clerk, and a taxing master will be members; that an eminent London solicitor will be joined as representing the profession as well as the Official Solicitor, and that Mr. KENNETH MUIR MACKENZIE will act as secretary.

ON THE SUBJECT of the amalgamation of the work of the chancery officers, an argument in favour of some scheme for that purpose has been based on the fact that the masters of the Queen's Bench Division act as registrars, chief clerks, and taxing masters; but when the matter is looked into, it appears that, in point of fact, the masters divide the work in such a way that each master only performs one class of these duties, and that obviously in consequence of the convenience arising from division of labour. It is immaterial what designation is applied to the particular individual who does the work, but it is abundantly clear that whatever scheme of amalgamation may be devised, it must contemplate a division of the work of the offices between those on whom it falls. The alternative seems to lie between the possibility of finding all the officials to be good "all-round" men, as against the probability that division of labour will produce efficient specialists in each class of work.

THE LATE Master of the Rolls used to say that "no amount of consent of the parties could confer jurisdiction." On the first day of the present sittings the Court of Appeal No. II. had only two interlocutory appeals in the days' paper, which Lords JUSTICES COTTON and LINDLEY disposed of. In the absence of Lord Justice BOWEN, they then proceeded, "by consent of the parties," to hear final appeals, but it is open to doubt whether

such a consent conferred the jurisdiction then purported to be exercised. Section 12 of the Judicature Act, 1875, appears to be clear on this point—"Every appeal to the Court of Appeal shall, where the subject-matter of the appeal is a final order, decree, or judgment, be heard before not less than three judges of the said court sitting together." Probably no suitor who had given his consent to the hearing of a final appeal by two judges would be heard to say that the order then made was bad for want of jurisdiction, but it must be observed that the judges of the Court of Appeal owe it to themselves and to suitors not to risk the raising of such a question. It might unfortunately happen that the two judges would be unable to agree, and in that case a rehearing before three judges would be the expensive right left to the parties.

IT IS UNDERSTOOD that the entertainments proposed to be given by the Incorporated Law Society in June next have now assumed very large proportions. Eleven hundred country members have, it appears, accepted the invitation of their London brethren to take part in the festivities, which will comprise a dinner on the 4th of June in the Central Hall of the Royal Courts of Justice, and probably a second dinner on the 6th of June in the same place; a ball on the 7th of June at the Society's building, and theatrical representations on the 9th of June at the Lyceum, the St. James's, and the Court Theatres. The expediency of giving two dinners may be questioned, but it seems that it cannot be helped, as it would be impossible to accommodate, on the same evening, the eleven hundred country members and the five hundred London members who have guaranteed the expenses, as well as the large number of distinguished guests who are to be invited. There are many precedents (and lawyers would be nowhere without them) for a series of dinners. The feasts given on the creation of new serjeants often extended over a week, as did also great feasts given by the Inns of Court on other important occasions. The committee to whom the arrangements have been entrusted are working very energetically, and there is good reason to hope that the success of the entertainments will be equal to their magnitude.

THE DEBATE in the House of Lords on the second reading of the Land Transfer Bill did not afford much valuable criticism on the general scheme of that measure. Lord SELBORNE objected to the gradual development of the branch district registries—a feature of the Bill which, even apart from financial considerations, appears to us to be particularly prudent. Let the new system be tested by two or three years' working in one district; its results will be ascertained, and its defects will come to light, and opportunity will be afforded for making any changes that may be required before its operation is extended. Few people seem to have observed that under the Bill compulsion does not necessarily follow the establishment of a district. Clause 2 provides that "Her Majesty may, by Order in Council, from time to time declare, as respects any land transfer district, that, on and after a day specified in the order, the registration of the transfer of land in the district is to be compulsory." It may possibly be that the intention is to give the system a trial in the first instance without compulsion, and, whether this is so or not, it seems to us that it might be prudent to adopt that course. Lord HERSCHELL undoubtedly put his finger on a serious defect in the measure when he said that the Bill had to be read with the Act of 1875 before it could be understood. The defect is the more serious inasmuch as that Act is very far from being a good specimen of drafting. It is satisfactory to find from the Lord Chancellor's speech that, if the Bill passes, a Consolidation Bill will be immediately introduced.

ONE OF THE SCHEDULES to the Land Transfer Bill (Schedule I (c.)) contains an ugly and ominous word. It is provided that "a person shall not be entitled to compensation for any loss where he has caused or contributed to the loss by any act, neglect, or default of himself or his agent." This last word suggests the inquiry to what extent, if any, the Bill contemplates the employment of agents other than solicitors in land registry business. Under the present Land Registry Office Rules the assistance of a solicitor is

made indispensable in the great majority of transactions. Every instrument transferring (26—this and the following numbers refer to the present Rules) or charging (20) registered land, or transferring a registered charge (21), or negating the usual mutual covenants on a transfer of a registered lease (24), or consenting to registration of conditions restricting the use of registered land (31), or to the notification of a grant of an easement (32), must be attested by a solicitor and verified by his declaration identifying the registered owner who executes it (46); further, every application for registration (6, 7), or for the entry of notice of cessation of a charge (22), of an estate in dower or by the curtesy (26), of a lease or agreement for a lease (28), or of a grant of an easement (32); every consent of a cautioner (16), or withdrawal or modification of a restriction (18), must be verified by a solicitor's declaration (46). It remains to be seen whether the Legislature is prepared to dispense with the protection against forgery and personation which the solicitor's verification affords. But, in any case, solicitors are entitled to some effectual provision that *where agents are employed* they shall in all cases be solicitors only. We agree with a correspondent, who has addressed the Council of the Incorporated Law Society on this subject, that it is essential to urge the insertion either in the Bill or Rules of a stringent provision on this subject. Possibly the following (which is taken from the South Australian Statutes, 1878, No. 128, s. 66) might serve as a groundwork for the proposed provision:—"No person other than a solicitor . . . shall be entitled to sue for or receive any fees, costs, or charges, or to have any right to set off any such fees, costs, or charges in any action brought against such person for work and labour done or money expended in reference to applications, transfers, or instruments relating to land under the provisions of this Act; or to have any lien or right to retain any deed, paper, or writing which shall have come into his possession in reference to any such proceedings."

IT WILL BE SEEN from a letter which we print in another column that Mr. DANIEL, Q.C., objects to our suggestion last week that his statement—that "no man ever signs his name twice exactly alike: if two signatures are produced exactly alike one of them is imitated"—was, perhaps, too broadly expressed. He thinks it was not stated strongly enough, and he gives theoretical reasons of much weight in support of his view, and further adduces practical illustrations from his signatures of his own name. He also asks us to try the experiment for ourselves, and see whether the signatures are identical. That would hardly be a fair instance, both because the signatures, being made with the knowledge that they were to be compared, would be more careful than signatures under other circumstances, and also because it happens that the writer of the observations to which Mr. DANIEL refers has long taken considerable interest in autographs, and some years ago adopted a form of signature which from constant repetition has become probably rather unusually uniform. But we have compared the signatures, contained in a series of letters at different dates, of one of the most careful and accurate of solicitors. The firm name, being somewhat long and by no means easy to write, leaves considerable room for variations. On comparing the signatures (evidently made in a hurry in the usual course of the after-four-o'clock-routine signature of a series of office letters) we find a surprising uniformity in the "spacing" of the words and the size, inclination, and formation of the letters. It is only when you come to minutely examine the signatures that you find slight variations, nearly always in the last letter of one of the names. There are no two signatures precisely alike. Then we took a series of signatures of a well-known high official, who writes an admirably clear, strong, and regular hand, and is apparently in the enviable position of never being obliged to sign his name in a hurry. Here the differences in the formation of letters in the signatures were most trivial, but there was a difference in the spacing. It will be seen that the results of both our experiments go to prove the correctness of Mr. DANIEL's assertion; and, paradoxical as it may appear, we are not at all sure that *absolute identity* between two signatures may not be an indication that one of them has been imitated. The result is exactly that which we endeavoured to point out last week—viz., that very little reliance ought to be placed on small differences in the formation of letters or on small peculiarities of handwriting.

IT WAS ENACTED by 1 & 2 Vict. c. 110, s. 17, that every judgment debt should carry interest at the rate of four per cent. from the time of entering up the judgment, and that such interest might be levied under a writ of execution on the judgment. Some years later county courts were established by 9 & 10 Vict. c. 95, and the question must have been often raised whether the judgments pronounced in them came within the above provision. There seems, however, to have been no decision on the subject until this week, when it has been settled by *The Queen v. The Judge of the Chelmsford County Court and Clarke* that county court judgments do not carry interest. They derive their force from section 94 of the last mentioned act, which provides that a writ of *fi. fa.* may issue for the sum of money ordered to be paid by the judge, and for the costs of the execution. The Master of the Rolls pointed out that the omission of any mention of interest in this section, when it had been so recently awarded to ordinary judgments, clearly showed that the omission was intentional on the part of the Legislature. It is possible, however, that such intention was constructive merely and not actual, for in this respect there does not seem to be any sound distinction between the two classes of judgments. But upon other grounds the differences between them are so great as to make it impossible to apply legislation designed originally for the one to the other also. These are very clearly stated in *Berkley v. Elderkin* (1 W. R. 305, 1 E. & B. 805). There an action was brought in the Queen's Bench upon a county court judgment, and the judges were unanimous that it did not lie. They pointed out the peculiarities in executions under it, both as against the property and the person of the debtor. The Legislature had provided a new right and a new remedy, and its intention, as Lord CAMPBELL, C.J., stated, was to confine the remedy to that specifically provided by the Act. This makes no mention of interest, and the omission, whether really intentional or no, cannot be cured by reference to the earlier Act dealing with ordinary judgments.

IN A CASE of *Moseley v. The Victoria Rubber Co.*, which lasted for eight days before Mr. Justice CHITTY, his lordship, in delivering judgment, made some observations respecting the advantage of having shorthand writers' notes printed from day to day. The action was one to try the validity of a patent for improvements in the manufacture of ornamental designs on waterproof fabrics, and during the trial there was a detailed examination in court of exhibits by means of the microscope. Mr. Justice CHITTY observed that the trial had been greatly facilitated by the use of shorthand writers' notes printed from day to day during the course of the trial.

Many of our readers will be glad to hear that the articles "Concerning Searches," which recently appeared in this journal, are about to be re-published by Messrs. Maxwell & Son with considerable additions, and in a revised form, adapted to the purpose of ready reference in chambers or offices. It is believed that the work will supply a widely felt want in legal literature.

At the Guildhall Police Court on the 21st inst. Henry Onslow Curling, 116, Camberwell-road, was summoned at the instance of the Incorporated Law Society for having unlawfully acted as a solicitor on two separate occasions, he not being a solicitor at the time. Mr. C. O. Humphreys, who appeared in support of the summons, stated that in June last the defendant appeared in an action in the Lord Mayor's Court against Mr. Richmond for the recovery of £5, money lent. He obtained judgment, and it was arranged that £2 should be paid down and the remainder by instalments. The payments were not kept up, and the defendant wrote to Mr. Richmond, stating that he would deliver his bill of costs amounting to £5 1s. The bill of costs was delivered for taxation to the registrar of the Lord Mayor's Court, and the amount was reduced to £4 10s. 10d. Without notice an execution was put into Mr. Richmond's house, and he had to pay out £8 7s. 4d., although the amount due was only £2. It was subsequently discovered that the defendant had sued in person; that he had charged professional costs, although he was not in practice. Upon this discovery the £4 10s. costs were reviewed and reduced to 15s. Mr. Purcell, for the defence, contended that in this instance no injury had been done to the public. His client had been in practice twenty-five years ago, and he was not aware that he was doing any wrong in charging professional costs. Alderman de Keyser held that it was a most dangerous thing for persons to practise professionally who were not solicitors. He should impose a fine in each case of 10s., with two guineas costs, making a total of £3 2s.—*Times*.

THE INCIDENCE OF ADMINISTRATION COSTS.

I.

In the administration of an estate out of court questions frequently arise as to the persons by whom the costs, or certain of the costs, should be borne; and experience shews that the rules which have been laid down on this subject are not always followed. We think it may be useful to our readers if we collect such of the decisions on the costs of administration actions as bear upon the subject mentioned at the head of this article, and attempt to formulate from them some general principles for guidance in administrations out of court.

The rules which have been laid down are professedly based upon the principle that the costs of administration must be defrayed in such a manner as not to defeat the intentions of the testator (*Eyre v. Marsden*, 1839, 4 My. & Cr., at p. 243). The first rule is, therefore, that—

(1) *The testator's express directions as to the fund out of which administration costs are to be paid must be observed.* Hence, real or leasehold property which a testator has charged with payment of his "testamentary expenses," in exoneration of his personal estate, must bear the whole costs of administration (*Morrell v. Fisher*, 1851, 4 De. G. & Sm. 422; *Harloe v. Harloe*, 1875, 23 W. R. 789, 20 Eq. 471). So also the expenses of administration will fall on any particular fund out of which a testator has directed that his "testamentary" or "executorship" expenses are to be paid (*Sharp v. Lush*, 1879, 27 W. R. 528, 10 Ch. D. 468).

(2) *Where the testator has given no such directions, administration costs are primarily payable out of the residue of his personal estate.* It has been pointed out that it is not strictly correct to say that the administration costs are paid out of the residue of the personal estate; they are supposed to be paid out of the personal estate before any distribution of it takes place (*Shuttleworth v. Howarth*, 1841, Cr. & Ph., at p. 232). But as the residue (which is defined as being what remains after payment of the testator's funeral and testamentary expenses, debts, legacies, and the costs of administration of the estate, including all costs and charges occasioned by the will: *Elborne v. Goode*, 1844, 14 Sim. 1165, 178; *Bipley v. Moysey*, 1836, 1 Keen, 578; *Trethewy v. Helyar*, 1876, 4 Ch. D. 53, 56; *Re Reeve's Trusts*, 1877, 4 Ch. D., at p. 844) is less than it would otherwise be by the amount of the payments for administration costs, those payments do in fact substantially and practically come out of the residue.

(3) *There are no degrees of liability among different portions of the residue of the testator's personal estate.* Whether the residue be wholly given or wholly undisposed of, or partly given and partly undisposed of; whether there be one residuary legatee or more, or one person next of kin or more, the thing that is taken is of the same quality, and the parts which constitute the whole only come into existence after satisfaction of the general costs of administration; in other words, the takers of the shares, where shares are taken, are liable to the costs in proportion to their shares (*Elborne v. Goode*, *ubi supra*). Vice-Chancellor Malins, indeed, expressed an opinion in *Gowan v. Broughton* (1874, 19 Eq. 77) that a lapsed share of residuary personal estate should exonerate the other shares and be the primary fund for payment of administration costs. The ground for his opinion appears to have been that, having previously (in *Scott v. Cumberland*, 1874, 18 Eq. 578), held that a lapsed share of residuary real estate should exonerate the other shares, the learned judge considered "that it would be very inconvenient if there should be one rule as to real, and another as to personal estate." His observations, however, were mere dicta, and they have been dissented from by Jessel, M.R., in *Trethewy v. Helyar* (1876, 4 Ch. D. 53); by Bacon, V.C., in *Fenton v. Wills* (1877, 7 Ch. D. 33); and by Hall, V.C., in *Blann v. Bell* (1877, 7 Ch. D. 382). The rule appears to be that where a share of the residue becomes undisposed of, whether by lapse (*Ackroyd v. Smithson*, 1 Bro. C. C. 503, as explained, on reference to registrar's book, in 4 My. & Cr., at p. 245; *Roberts v. Walker*, 1 Russ. & My. 752; *Cresswell v. Cheslyn*, 2 Eden, 123, as explained in note 1 Swanst. 571; *Fenton v. Wills*, *ubi supra*), or owing to the operation of the Mortmain Act (9 Geo. 2, c. 36) (*Attorney-General v. Lord Winchelsea*, 3 Bro. C. C. 373; *Attorney-General v. Hurst*, 2 Cox, 364); or owing to the operation of the Thellusson Act (39 & 40 Geo. 3, c. 98) (*Eyre v. Marsden*, *ubi supra*;

Elborne v. Goode, *ubi supra*; *Green v. Gascoyne*, 1865, 13 W. R. 371), the administration costs are payable *pro rata* out of the shares of residue taken by the legatees and the shares which have failed. The same rule appears to apply where a share of residue fails owing to a revocation of the bequest by the testator (*Cresswell v. Cheslyn*, as stated from the registrar's book, 1 Swanst., at p. 571, note (d.); see also the judgment in *Eyre v. Marsden*, *ubi supra*; but see *contra*, *Skrymsher v. Northcote*, 1818, 1 Swanst. 566, 572).

(4) *The administration costs falling on the residuary personal estate include:—*

(a) *The costs of construing the will.* This is so, although they are only the costs of construing the will as respects one particular gift (Jessel, M.R., in *Re Reeve's Trusts*, 1877, 4 Ch. D. 841, 844; *Boulton v. Beard*, 1853, 3 De G. M. & G. 608). Hence the costs of ascertaining the construction of a gift of a pecuniary legacy (*Re Reeve's Trusts*, *ubi supra*), or of a share of the residue which is settled by the will (*Boulton v. Beard*, 1853, 3 De G. M. & G. 608, 612), fall, not on the legacy or settled share as to which only the question of construction arose exclusively, but on the whole of the residue.

(b) *The costs of ascertaining the persons entitled under the will.* "The principle," said Jessel, M.R., in *Re Reeve's Trusts* (*ubi supra*), "is, that there is no residue until the entire costs of administration are paid. Now, what are the 'entire costs of administration?' Surely they include the ascertaining, not only of the specific and pecuniary legatees, but of the residuary legatees also. You cannot administer an estate—that is, divide it properly—until you have found out all the parties who are entitled. Therefore, it appears to me on principle that the whole of the costs of ascertaining who those persons are are properly payable out of the estate which remains after paying the debts, funeral and testamentary expenses, and legacies; and that there is really no residue to be divided until you have paid all those costs." Where, therefore, there is a gift of residue to be divided among certain persons and classes of persons, the costs of proving the pedigrees of the various persons entitled to share in the residue are payable out of the whole residue before it is divided (*Re Reeve's Trusts*, *ubi supra*). And it is altogether immaterial that some of the classes turn out to be much more numerous than others, so as to make the expense of establishing the claims of the individuals composing them very much greater. An extreme instance of this occurred in *Shuttleworth v. Howarth* (*ubi supra*). One of the classes among which the testator's residuary estate was to be divided in certain proportions consisted of two individuals; the others of 213, 119, 32, and 110 individuals respectively. It was held, nevertheless, that the costs of all the persons who established their claims were not to be paid exclusively out of the portions attributable to their classes respectively, but out of the residuary fund before any apportionment of it took place; the result being that the two persons composing one of the classes paid a share of the expense of establishing the title of the 474 other persons interested in the residue.

The same rule, of course, applies to the costs of ascertaining the kinship of next of kin taking the share of a deceased beneficiary under a gift of residue which is construed to be a gift to several persons or their next of kin. In this case the decision appears to have rested on the consideration that the next of kin of the deceased beneficiary were to be considered "as much the testator's legatees as" the other beneficiaries who had survived (*Doody v. Higgins*, 1852, 9 Hare App. xxxii.). This principle would not seem to be applicable to the costs of ascertaining the next of kin of the testator who becomes entitled to lapsed shares of a residue. The precise question does not appear to have been contested and determined in any reported case until *Re Giles* (1886, 34 W. R. 712). In that case Kay, J., held (though, as will be seen, with some hesitation) that the costs of ascertaining the next of kin in the case last mentioned are costs of administration. "The only question," he said, "is whether these costs are costs of administration. On the whole, I think they are. No authority has been cited to me to show that a lapsed share ought to bear the costs of ascertaining the next of kin entitled to it in exoneration of the general residue. If, in an administration action, it had appeared that some shares of the residue had lapsed, it would have

been a matter of course to direct an inquiry as to who were the next of kin of the testator, and, so far as I know, there is no case in which it had been held that the cost of an inquiry of that kind ought to be borne by the lapsed share instead of by the general residue. On the other hand, I think it would have been treated as a matter of course to order those costs, as well as the other costs of the action, to be paid out of the general residue. And the reason of that is well expressed in the case of *Eyre v. Maraden* (*ubi supra*)—viz., that there can be no residue until the costs of the administration have been paid. The trustees would have a right to ascertain at the expense of the general residue, who were the persons entitled either in the case of lapse or under the will, and the costs of ascertaining that are costs which ought to be paid, in the first instance, out of the general fund before you can arrive at the residue at all. Of course it is easy to put, as I put in the argument, cases where that would seem to be very hard. A case may be imagined where the residue is divisible into twelve shares, and one of the shares lapses. Are the persons entitled to the other eleven shares to wait until a very difficult inquiry as to the next of kin entitled to the twelfth share is worked out? But then, I think the answer to that is simple. They need not wait. It is easy enough for the trustees to ascertain approximately the amount of the shares, and to set apart a fund to answer and pay for the cost of ascertaining the next of kin; or, if any difficulty should arise, then the trustees can come to the court at once, and ask the court to ascertain the fund for them or to tell them what they ought to pay over, or if they ought to pay over anything, and thus act by the direction and under the sanction of the court."

THE LAND TRANSFER BILL.

IV.

IV.—THE INSURANCE FUND (*continued*).

2. *Will it be a tax?* (*continued*).—We would call attention to a fact (mentioned in our last week's issue, but) which seems to have been overlooked by some who have been studying the Bill, that no contribution to the fund will be payable on registrations with possessory title only. So that the extra expense that will be incurred on next sales will consist of the correspondence with the registry, the furnishing of such information as the rules may require, and the payment of the office fees (if any) prescribed.

It must further be observed that the insurance charge on subsequent registered dealings (which, by the way, is to be paid equally, whether the first registration was with possessory, qualified, or absolute title) is only levied where such dealings are *for value*. So that (subject to a possible doubt as to whether or not a marriage settlement, or a charge of jointure, or portions, is a dealing for value) as long as, and in so far as, changes of ownership only take place by way of Settlement, Will, or Succession on Death, no insurance money will be payable on registering such changes. To owners of large estates these considerations are clearly of great importance, because, if, as at first sight appears possible, on every re-settlement or succession on death (the necessary and permanent private expenses of which will probably be but little diminished from what they are now) there were to be added an insurance charge amounting, in large estates, to some hundreds of pounds, besides the correspondence with the registry and office fees, the obvious drawbacks of the new system might well appear greater than its possible advantages. We have reason to believe that a certain amount of misapprehension on the above points has arisen owing to the provisions of Schedule I. having been rather insufficiently studied.

3. *How will it be available?*—One very substantial question arises under this head. When a mistake is detected, who is to have the land, and who is to have the money? What we believe to be the true rule has (curious to state) only now at last emerged into notice or even into existence; the original rule proposed by the Commissioners of 1857 being its exact opposite, and the Torrens Acts only partially adopting it. The true rule is thus stated by a marginal note on page 32 of the Statement on the Land Laws (Incorporated Law Society, January, 1886)—"Any compensation should be given to purchaser, and owner should not be dispossessed." Land Transfer (Bar Committee, February, 1886), at p. 86, recommends the same thing, inserting, however, an ex-

ception in the case of dormant claims. Registration of Title to Land (C. F. Brickdale, November, 1886), at p. 46, advocates the enforcement of the rule without any exception whatever. The question was raised in the House of Lords last Monday evening on the second reading of the Bill. The Bill (clause 16) provides that "where a person satisfies the High Court that he has been deprived of registered land by forgery, or fraud, or error of the board or its officers, the court may, according as the court may think equitable, either order compensation to that person, or that the land shall be restored to that person, and that the person losing the land shall receive compensation." It was pointed out that this clause laid down no principle to guide the court, and that it would be better to lay down some principle, to be followed in ordinary cases, subject to exception, perhaps, on special cause shown. Lords Herschell and Bramwell advocated the rule above stated. Lord Selborne was for favouring purchasers, if possible, as against volunteers: but in making this suggestion the noble and learned lord appears to have overlooked the consideration that owners of family estates—the very persons most obviously entitled to restoration of the land in specie—are nearly all volunteers, a consideration fatal to the adoption of the rule he proposed.

Of course, there are objections to any rule that can be proposed. The present law, which leaves a purchaser with no greater protection than his own vigilance and the vendor's covenant for title, is hardly so perfect as to justify very severe criticism of a law where the only possible question will be whether he is to have the land or full damages paid by the Government.

Leaving the substantial question to be decided as may be thought best, let us turn to one or two incidental matters that claim attention in regard to the subject of this section.

The first is that procedure by application to the High Court, wherever restoration is sought, appears to be needlessly cumbersome. It must be remembered that if some such rule as that above suggested is laid down, the inquiry needed to be made will be of the simplest possible kind. Therefore, subject to an appeal to the court, it would seem well to make the Board the tribunal in the first instance, especially as they will have before them all the material documents, and probably all the material facts, at no expense in the great majority of instances. With regard to the frequency of appeals, it is the Australian experience that the decisions of the registrar are usually acquiesced in (1881: Return on Australian Registration, p. 148).

The second matter is that the expression *registered land* in the portion of the clause above quoted introduces at least a doubt as to whether or no, in cases where land is wrongly placed on the register in the first instance with absolute or qualified title, the rightful owner of the unregistered estate will be entitled to apply for restoration, or whether he will be confined to his compensation under Clause 15 (1) and Schedule I. (A) (1)—where, by the bye, the use of the word "land" alone lends colour to the doubt now expressed. Such is the rule, it may be observed, under the Torrens Acts; and it is possible that it may be intended to repeat it in the Bill. The reasons for making such an exception (if it be intended) are not obvious. It would create much reasonable uneasiness, and it would oblige the registrar to be far more particular in registering absolute and qualified titles, and in confirming titles and boundaries, than he otherwise need be.

The third matter is that the exact procedure under clause 16 is not laid down in the Bill. It is not clear, for instance, whether it will be necessary for the purposes of the section that the owner shall have been actually deprived of his land before the court can exercise its authority. Some procedure whereby a merely threatened owner might bring the matter on for decision would probably be useful, and also definite power for the defendant in an action for recovery of land to claim the benefit of this jurisdiction in the same action. The costs of the application to the court under this clause (16), being definitely occasioned by the error of the Board, it would seem that, if reasonably incurred, they ought also to be paid out of the fund. This is also not quite clear from the Bill as it stands.

A fourth point is that it is nowhere exactly stated whether or no the Board will have power to admit and satisfy such claims for compensation as may appear just without putting the claimants to any further expense. It will be observed that clause 15, which provides the fund, also empowers the rules to provide for "any matters necessary or proper for giving effect" to the section and

the scheme in Schedule I. It is unprofitable, therefore, to go into much detail on these points until the rules appear.

4. *The possible uses of the fund in facilitating the despatch of business.*—Enough has already been said to shew that the omission of the compensation fund was a grave one from the point of view of abstract justice. It was, however, no doubt, defended by the consideration that the registrar would always proceed cautiously, so that no injuries would result to innocent persons. And, in truth, in this respect (as probably only in this respect), the experience of the Acts has entirely justified the expectations of their framers. What appears to have been forgotten was that in ordinary business people do not proceed cautiously; they proceed indolently, confidently, eagerly, recklessly; they prefer risk to trouble, suspicion, restraint, delay. A system that proposes to conduct ordinary business without ever running a risk will never fulfil the requirements of the case.

In order to understand the influence which the insurance fund seems designed to exercise on the despatch of business in the office, it will be necessary to observe the procedure hitherto adopted somewhat closely.

(i.) *First registration with absolute title.*—Under Lord Westbury's Act nothing but a "marketable" title was to be approved by the registrar. Now, assuming (as equity does) that a marketable title is absolutely safe (which it is not, but no matter), this was fair enough; but what a work did it entail! In the appendix to the report of 1870 (p. 78) are the particulars of twenty-five cases furnished by the registrar himself as affording "a fair average illustration" of the time occupied in first registrations. The average time will be found to be about two years and three months apiece; one comes within nine days of five years; only four are under a year. The shortest "run" on the record is also given—four months twenty-seven days. Some may wonder how the time was wiled away in the office; the following occurrence may serve to explain. One of the former owners of an estate to be registered was one John Harrison, of Reigate, farmer, who bought in 1830, and died in 1850. Proof was required that a judgment against one John Harrison, of Newcastle-on-Tyne, beer-seller, and another judgment against one George Harrison, of Cockermouth, ironmonger, did not affect the estate (1870 appendix, p. 56). Nor can we suggest that, under the system subsisting, these precautions were unsuitable.

It will be remembered that under Lord Cairns' Act of 1875 (section 17, sub-section 3) power is given to the registrar to approve of, and register as indefeasible, any title which, though "open to objection," yet, in his opinion, "will not be disturbed." Of this the Bar Committee say: "The convenience of this enactment in facilitating the registration of titles is obvious, but this convenience is manifestly gained by giving power to an official to confiscate dormant rights without compensation if he thinks them not likely to be prosecuted with effect." And later, "If such provisions are administered with prudence and discretion, they leave the procedure practically unaltered. Some reduction may be effected in the necessary expenses, but the practical effect for this purpose of a mere reduction is inconsiderable" (Land Transfer, pp. 55, 61). Experience has shewn the justice of this observation. The provision has (as would hardly be doubted) been prudently administered, with the result that first registration under Lord Cairns' Act, as under Lord Westbury's (though in a less degree), continues to be both a longer and a more expensive business than a sale under ordinary conditions. This makes it simply out of the question for a vendor to try to register preparatory to a sale, and renders it most unlikely that a purchaser, who has only just finished grumbling at the length of his solicitor's bill, will put his name down as an applicant for a double dose of the same acid draught that he has just swallowed with so bad a grace; and if it is not to the interest of an intending vendor, or to the taste of a recent purchaser to register his title, it is difficult to see at what juncture of affairs it will be either useful or pleasant to anybody.

Now, unless the framers of the present Bill have entirely abandoned all hope of inducing vendors or purchasers to apply for absolute titles (which is certainly possible), it may be supposed that they expect the insurance fund to exercise an influence on the official procedure on first registrations that will bring absolute titles within the reasonable ambition both of vendors and purchasers on actual sales. The extent of the possible influence of

the insurance fund may be conjecturally estimated somewhat as follows:—

The general experience of private purchasers is well known to be perfectly satisfactory in point of security; therefore, it appears that, if the board can exercise an ordinary purchaser's vigilance, the mistakes made in the bulk will be more than covered by the proposed insurance charge (supplemented as it is by the provisions of Schedule I. (c.) and (g.)). Thus the expenses and delays of procuring an absolute title might possibly be reduced to little more than those incurred by ordinary purchasers on sales. But this is not all that can be done. A good deal of the trouble incurred by ordinary purchasers is directed, not to the satisfaction of their own doubts, but to the accumulation of evidence that may satisfy possible future purchasers from themselves, or is due to that extra degree of caution that is natural wherever dealings are entered into singly or in small numbers. But the board will have no need to perpetuate evidence if once really satisfied; for it will never have to "shew its title" again, and also, by reason of the large extent of its operations, diminishing the relative importance of a possible failure here and there, the board will be able (should it be authorized to do so) to proceed with rather more boldness than any private purchaser can in overlooking remote possibilities of error. And, lastly, those who have perused the titles of a large area well know that, as the process goes on, a sort of general bird's-eye view is obtained, which renders incidental doubts less frequent.

All these considerations put together may possibly have created a belief that, with the insurance fund at their backs, the board will be able to sanction the registration of an absolute title in ordinary cases on as easy terms as ordinary purchasers proceed upon on sales. We do not desire to express any opinion as to whether the belief is well founded, but if it should prove to be so, vendors and purchasers will be likely enough before long to acquire a habit of applying for absolute titles on sales instead of being content with the necessary possessory registration required by law, even though the latter be now capable of "confirmation" after further formalities and the lapse of five years.

CORRESPONDENCE.

THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—I beg to enclose copy of a letter I have addressed, and by this post sent, to the secretary of the Incorporated Law Society on the subject of this Bill. As you will see, the point to which I have directed his attention is of the utmost importance to solicitors.

R. R. LINTHORNE.

2, Portland-street, Southampton, April 25.

The following is the letter referred to:—

"25th April, 1887.

"Dear Sir,—Observing in a recent issue of the SOLICITORS' JOURNAL that a copy of the Lord Chancellor's Land Transfer Bill has been sent to your society for criticism and suggestion, I beg to draw your attention to one matter which, in my humble opinion, is of the utmost importance to solicitors and the public. It is this: Clauses of the most comprehensive character should, I think, be suggested by the society, and receive its most strenuous support, for providing that all business required to be done in relation to registration of land, and all dealings with registered land, should be transacted in person or by solicitor and by no other 'agent.'

"Unless some provision of this kind be made, the profession will find auctioneers and estate 'agents' (who draw the public by their advertisements to find purchasers and mortgagees) transacting all the business connected with the Land Registry, to the exclusion of the profession and the disadvantage of the public, and who, no doubt, will charge for their services as much as, if not more than, solicitors; and there will be nothing, as the law now stands, to prevent their doing so, as the only protection solicitors now have as regards the conveyancing branch of their business is under the 60th section of the Stamp Act, 1870, which is, practically, limited to instruments under seal.

"If, therefore, in the inception of land registration, land 'agents' be precluded from acquiring any right to act in connection with it they will have no cause of complaint; but should it not be done, and it should afterwards be found necessary for the profession to take some steps in the matter, the profession would hear of the acquisition of vested interests requiring compensation, &c.

"I enclose you cutting from a local paper shewing the further development of the 'agent' system.

"Trusting the society will, in the interests of solicitors, deem this of sufficient importance to give it their favourable consideration,

"I am, dear sir,

"Yours truly,

"R. R. LINTHORNE.

"E. W. Williamson, Esq., Secretary Incorporated Law Society.

"P.S.—I have by this post sent a copy of this letter to the editor of the SOLICITORS' JOURNAL.

R. R. L."

[The cuttings from the local paper enclosed are a notice for claims against the estate of a deceased person signed by a firm of auctioneers as "agents to the executors," and an advertisement by the same auctioneers describing themselves as "valuers, house, estate, farm, and insurance agents, arbitrators, fire assessors, mortgage brokers, &c," and stating that "mortgages at $4\frac{1}{2}$ per cent. on good leasehold and freehold property can always be arranged."]

CONCERNING SIGNATURES.

[To the Editor of the Solicitors' Journal.]

Sir,—In commenting on my letter to the *Times* you think I have stated my experience too strongly. I feel I have not stated it strongly enough. I affirm that no man or woman can *undesignedly* sign his or her name in identically the same characters; they *must* be similar, but cannot be the same. *Nullum simile est idem*. Lord Coke was aware of and recognized the distinction. The impossibility of identity rests upon a physical fact. The human body is not a piece of mechanism like a watch or steam-engine. It is an organism, fearfully and wonderfully made, which is kept in perpetual motion from the moment of the first inspiration to the last expiration, from the first moment of independent life to the last, be the interval what it may, to the last syllable of recorded time. When a man or woman signs his or her name the act is a completed act; when the attempt to sign again is made an interval of time must have elapsed, during which the organism has undergone a change, *necessarily*—not dependent on volition—a change which makes identity *physically* impossible, but necessarily, in the absence of volition to the contrary, produces similarity. Physicists have calculated that in seven years these changes in the organism, silent and imperceptible, produce a new body.

I am not desirous of indulging in the luxury of a theory. Try yourself to write your own name twice or oftener, and see for yourself whether your signatures are identical. A few days ago I signed my name forty times consecutively to tickets for admission to the Botanical Gardens, of which society I am a fellow. I could not find two signatures *exactly* alike. Yesterday I signed a cheque payable to order, and added my signature at the back. The two signatures were not, on examination, identical.

W. T. S. DANIEL.

51, Parade, Leamington, April 26.

CASES OF THE WEEK.

NORTH AND SOUTH-WESTERN JUNCTION RAILWAY CO. v. BRENTFORD UNION ASSESSMENT COMMITTEE—C. A. No. 1, 21st April.

POOR RATE—ASSESSMENT OF JUNCTION LINE OF RAILWAY OWNED BY ONE COMPANY AND LEASED IN PERPETUITY TO OTHERS.

The North and South-Western Junction Railway Co. were the owners of a line, of about five miles in length, which connected the railways of the Great Western, Midland, London and South-Western, and London and North-Western Railway Companies, with the last of which the North London Railway Co. was in connection. By an agreement made in 1871 the junction company undertook to lease their line in perpetuity to the Midland, London and North-Western, and North London Railway Companies at an annual rent of £9,502. This agreement was confirmed by and incorporated in a private Act of Parliament. Some three miles of the railway lay within the parish of Acton, and were in the Brentford Union district. The junction company having been rated for this portion of their line at £3,125 gross estimated rental and £2,500 rateable value, appealed to quarter sessions, whence the appeal was referred by consent to an arbitrator, who stated his award in the form of a special case for the opinion of the Divisional Court. He found that if the proper principle of assessment were to take the railway as being an integral part of the railway systems of the three companies, and to assess it accordingly on the principle of mileage, the present assessment was too high, if, however, he were entitled to consider what a possible tenant would give for the line, he inferred from the evidence of the profits of the junction company prior to 1871, the increased traffic since then, and the amount of rent paid by the three companies in perpetuity, that the present assessment was justified. The Divisional Court (Day and Wills, JJ.) were of opinion that the three companies, and not the junction company, were liable to be rated, and considered that the railway was part of the integral system of the railway systems of those companies, and must be rated accordingly. The Assessment Committee appealed from this decision, and

THE COURT (Lord Esher, M.R., Fry and Lopes, L.JJ.) allowed the appeal. They said that the utmost effect of the decisions on the rating of railways was that it was not wrong to rate a portion of a homogeneous railway worked by one company and as one line from terminus to terminus on the mileage principle. But it was only because no other principle was applicable in such a case, and it was at best but a rough method of assessing the rate. In this case it was clear that the individuality of the junction company had been preserved, and the agreement, which had now the force of an Act of Parliament, contemplated the possibility of the whole undertaking being demised by the three companies, with the consent of the junction company, to a tenant. A tenant was therefore possible, and the proper method of arriving at the assessment was to consider what such a tenant would give for the line. The arbitrator had found, on perfectly admissible evidence, that such a tenant would give an amount which justified this assessment.—COUNSEL, Sir R. E. Webster, A.G., McIntyre, Q.C., and Cyril Dodd; Sir E. Clarke, B.G., Meadows White, Q.C., and Tyrrell Paine. SOLICITORS, Piley & Wright, for Ruston, Clarke, & Ruston, Brentford; Paine, Son, & Pollock.

REG. v. JUDGE OF THE CHELMSFORD COUNTY COURT AND CLARKE—C. A. No. 1, 27th April.

PROHIBITION—JUDGMENT DEBT—INTEREST UPON—COUNTY COURT JUDGMENT—1 & 2 VICT. c. 110, s. 17—COUNTY COURTS ACT, 1846 (9 & 10 VICT. c. 95) ss. 94, 109, 110.

This case raised the question whether county court judgments carry interest under section 17 of 1 & 2 Vict. c. 110. Clarke recovered judgment in 1880 against one Cotton for £26 in the Chelmsford County Court. Cotton died in 1886, the judgment remaining unsatisfied, and then the £26 was paid into court. Clarke thereupon applied for leave to add Cotton's administratrix as defendant for the purpose of reviving the judgment, and for leave to issue execution upon the judgment for £6 in respect of interest. The county court judge granted the application, Cotton's administratrix thereupon applied for a prohibition on the ground that county court judgments were not within section 17 of 1 & 2 Vict. c. 110 and did not carry interest, and the judge had no jurisdiction to make the order. That section enacts that "every judgment debt shall carry interest at the rate of four pounds per centum per annum from the time of entering up the judgment until the same shall be satisfied, and such interest may be levied under a writ of execution on such judgment." The Divisional Court (Mathew and Cave, JJ.) refused the prohibition.

THE COURT OF APPEAL allowed the appeal and granted the prohibition. Lord Esher, M.R., said that before the passing of 1 & 2 Vict. c. 110, judgment debts did not carry interest, and the writ of *f. fa.* addressed to the sheriff gave him no authority to levy for interest on the judgment debt. 1 & 2 Vict. c. 110, s. 17, was passed to enable the sheriff to execute the writ of *f. fa.* for more than was contained in the judgment—namely, for interest upon the judgment debt. That section did not make any new judgment, but it followed from it that the writ of *f. fa.* was altered and made to include interest on the judgment debt. Afterwards the present county courts were established by 9 & 10 Vict. c. 95. That statute authorized county court judges to make very peculiar orders, very unlike judgments at common law. Section 94 provided that when a judge should have made an order for the payment of money, execution by a writ of *f. fa.* might issue for the amount and costs of the execution. Nothing was said about interest. If it had been intended to include interest it would have been mentioned. So also sections 109 and 110 provided that the execution should be superseded on payment of the debt and costs. Again, nothing was said about interest. That shewed that the Legislature, having full knowledge of the provisions of section 17 of 1 & 2 Vict. c. 110, must have intended that the provisions of section 17 should not apply. There was also authority on the point. In *Berkley v. Elderkin* (1 W. R. 305, 1 E. & B. 805) it was held that an action would not lie on a county court judgment, on the ground that a county court judgment was essentially different from an ordinary judgment. The Legislature had invented new rights and given new remedies, and those were the only remedies. County court orders or judgments were not within section 17, and did not carry interest, being governed solely by the County Court Acts. Fry and Lopes, L.JJ., concurred.—COUNSEL, R. V. Williams; Richmond. SOLICITORS, Sandilands; Pease & Co.

SCHNEIDER v. BOND—C. A. No. 2, 26th April.

COVENANT IN RESTRAINT OF TRADE—CONSTRUCTION—INJUNCTION.

The question in this case was as to the construction of a covenant in restraint of trade which the defendant had entered into upon the dissolution of a partnership between himself and the plaintiff. The defendant had for some years carried on business as a ship and boat builder, and in 1882 the plaintiff was admitted into partnership with him for a term of fourteen years, under articles which provided that the business of the firm should be that of a ship and boat builder and engineer in all its branches, and all things incident thereto. In July, 1883, the partnership was dissolved by agreement, and a deed was executed by which the defendant assigned all his share and interest in the business to the plaintiff, and covenanted that he would not at any time thereafter "carry on or be engaged or concerned directly or indirectly in the business of a ship and boat builder and engineer on the River Thames, or within fifty miles therefrom." The defendant shortly afterwards entered into partnership at Limehouse and West India Dock in a business which included the making of masts and spars, ships' fittings and gear, and shipwrights' and shipmithe's work, but not the actual building of boats and ships. The plaintiff brought the action to restrain the defendant from carrying on this business, which the plaintiff alleged to be a breach

of the defendant's covenant. Kay, J., granted an injunction, being of opinion that the defendant, in making all things requisite for shipbuilding, though not actually putting the things together, was infringing the spirit and meaning of the covenant.

THE COURT OF APPEAL (COTTON, L.J., Sir J. HANNEN, and LINDLEY, L.J.) held that the making and sale of masts and spars and other articles used by shipbuilders in the building and repair of ships was a distinct business from that of a ship and boat builder; and they varied the order by directing that the injunction was not to prevent the defendant from carrying on the business of making and selling oars, masts, blocks, and other articles used in shipbuilding; but they ordered him to pay the costs of the appeal.—COUNSEL, *Marten, Q.C.*, and *Simmonds*; *Hemming, Q.C.*, and *Maidlow*. SOLICITORS, *J. W. Marsh*; *Dawes & Son*.

Re SWANSTON (AN INFANT)—C.A. No. 2, 27th April.

INFANT—ADVANCEMENT—JURISDICTION OF COURT TO CHARGE REAL ESTATE.

In this case a question arose as to the power of the court to charge real estate of an infant for the purpose of raising a sum required for his advancement in life, there being no power to do so contained in the will by which the estate was given to him. Under the will of his father the infant was entitled to a vested interest in real estate, subject to an annuity to his mother for her life. He wished to learn farming, and to go to Virginia for that purpose, and it was desired that he should be apprenticed to a farmer there. His guardians applied to the court for authority to raise by a mortgage of the infant's real estate a sum of £200 to provide for the fee which would have to be paid to the farmer and for the infant's outfit and passage-money. Chitty, J., felt a difficulty in granting the application by reason of what was said by Cotton and Lopes, L.J.J., in *Cadman v. Cadman* (33 Ch. D. 397, 30 SOLICITORS' JOURNAL, 687), where they threw some doubt upon the accuracy of the decision of James and Mellish, L.J.J., in *Re Howarth* (8 Ch. 415), and he refused it. In *Re Howarth* it was held that the court had power to charge the real estate of an infant with the cost of his past maintenance which had been provided by his mother, on the ground that, if the mother were to sue the infant for necessities supplied to him, a judgment might be obtained by which his inheritance would be bound, and that the order asked for came substantially to the same thing. In the present case *Re Howarth* was relied on, and it was urged that judgment could be obtained at law in an action for money advanced for the purpose of supplying an infant with necessities. And reference was made to Co. Litt., 172a, where it is said, "an infant may bind himself to pay for his necessary meat, drink, apparel, necessary physic, and such other necessities, and likewise for his good teaching or instruction, whereby he may profit himself afterwards." The appellant's counsel asked the court, at any rate, to express an opinion that, if the money required should be advanced and applied in the way suggested, a charge on the real estate for the amount might be authorized.

THE COURT OF APPEAL (Sir J. HANNEN and LINDLEY, L.J.) affirmed the decision. Sir J. HANNEN thought that the court was not in a position to make the order asked, which would no doubt be a very reasonable thing to do if there was power to do it. It might be that if the money had been actually advanced and applied in providing the infant with necessities, the order could be made, but, having regard to what had been said, that might not be the opinion of the court before which the application might come. In his lordship's opinion *Re Howarth* was a decision binding on the court. LINDLEY, L.J., was satisfied that the order asked for could not be made, and he thought that the court ought not to express a hypothetical opinion. In his opinion the decision in *Re Howarth* was right. There the sum charged was for past maintenance of the infant. The present case was not like that, and might never be like it.—COUNSEL, *E. Bray*. SOLICITORS, *Warrens*.

Re ANGLO-MONTANA MINING CO. (LIM.)—Chitty, J., 22nd April. PRACTICE—COMPANY—WINDING UP—CROSS-EXAMINATION OF WITNESSES— PROCEEDINGS BEFORE EXAMINER—LEAVE TO ATTEND.

In this case, a petition having been presented by a shareholder to wind up the company, and the petitioner having moved for the cross-examination before the examiner of deponents on both sides, an application was made by two shareholders, who had not been served with notice of motion, for leave to attend the proceedings before the examiner at their own expense, and without taking any part therein. It was objected on behalf of the company that the litigation was between competent parties, and also that, as the applicants had instituted proceedings against the company in respect of alleged misrepresentations in its prospectus, the inference was that they desired, for the purposes of such proceedings, to make use of any information they could get by attending proceedings in the petition.

CHITTY, J., declined to accede to the applicants' request, saying that they were not served with notice of the motion, and also, that it was open to them to obtain any information as to the result of the cross-examination from the petitioner's solicitor. He made an order in the terms of the notice of the motion, upon the petitioner's undertaking to use due diligence.—COUNSEL, *Romer, Q.C.*, and *Grosvenor Woods*; *Whitehouse, Q.C.*, *Seaward Brice, Q.C.*, and *Emden*; *Kustace Smith*. SOLICITORS, *M. Abrahams, Son, & Co.*; *Langton & Son*; *Nurse, Rowitt, & Ferman*.

Re NEATH HARBOUR SMELTING AND ROLLING WORKS (LIM.) —Chitty, J., 20th April.

COMPANY—WINDING UP—CONTRACTS PENDING PETITION—LIABILITY OF DIRECTORS—COMPANIES ACT, 1862, ss. 153, 165.

In this case an application, stated to be under the Companies Act, 1862,

s. 153, was made by the liquidator of the company for payment by the directors of some £2,100 in respect of payments, made by their authority, pending a winding-up petition. The company was registered on the 30th of July, 1884, and on the 23rd of July, 1885, a winding-up petition was presented by a shareholder on, amongst other grounds, that of not having commenced business. The payments in question were made upon or immediately after the presentation of the petition, and a number of new shares were issued about the same time. In October, Mathew, J., dismissed the petition with costs. In February, 1886, the Court of Appeal, having admitted further evidence, made a winding-up order. The respondents to the present application submitted that section 153 conferred no jurisdiction upon the fact of receiving from directors moneys paid in respect of transactions between the presentation of the petition and the winding-up order, but that the effect of the section was merely to make such transactions void, and to leave the liquidator to recover the money from the persons to whom it was paid, and they also submitted that the application could not be made under section 165, as that section only rendered directors liable for misfeasance and the like.

CHITTY, J., said that the application was not made under any particular section, and that the effect of the two sections, when read together, was to render the directors *prima facie* liable as a collective body, although the individual responsibility was a matter for future ascertainment. The directors must be taken as knowing section 153 of the Act, and as having made the payments with the knowledge that they would be disallowed unless the court ordered otherwise. It was certainly a bold thing to make such payments. He directed an account to be taken of the moneys which had come into the hands or under the control of the directors or any of them, and of the disbursements made by them or any of them, after the date of the winding up.—COUNSEL, *Romer, Q.C.*, and *Madd*; *Devinus Sturges*; *Rewson*. SOLICITORS, *S. Hughes & Son*; *Harries, Wilkinson, & Raikes*; *Denbrough & Son*.

Re THE DISTRICT BANK OF LONDON—North, J., 23rd April.

COMPANY—WINDING-UP PETITION—WITHDRAWAL BY PETITIONER—COSTS.

The question in this case was whether, on the withdrawal of a winding-up petition, the petitioner ought to be ordered to pay the costs of persons appearing. The petition was presented by a shareholder in the company. At the time when it was presented it was anticipated that resolutions for a voluntary winding up would be proposed, and the petition contained the following statements:—"Your petitioner has been informed and believes that the directors are about to call a meeting with a view to passing resolutions for the voluntary liquidation of the company, but that there is great reason to fear that, in consequence of certain internal dissensions which exist among the members of the company, it is quite possible that the board will fail to carry such resolutions by the requisite majority; notwithstanding that, as your petitioner is informed and believes, the greater part of the members are agreed that the company ought to be wound up either voluntarily or by the court. Your petitioner has presented this petition in the interest and for the protection of the holders of the greater part of the shares in the company, and at their request, and in the event of resolutions for a voluntary liquidation being carried, but only in that event, your petitioner will be willing, subject to the permission of this honourable court, to withdraw this petition." When the petition first came on for hearing resolutions for a voluntary winding up had been passed, and the petition was ordered to stand over in order to see whether the resolutions would be confirmed at a second meeting of the shareholders. At the second meeting the resolutions were confirmed, and when the petition came on again for hearing the petitioner's counsel stated that he wished to withdraw the petition, and asked that it might be dismissed without costs. The company did not oppose this, but counsel who appeared for some shareholders who had taken copies of the petition asked that the petitioner might be ordered to pay their costs, or that a supervision order might be made. The statements in the petition were not impugned, and the opposing shareholders had been informed when they took copies of the petition that, if a voluntary winding up should be resolved on, and they should appear on the hearing of the petition, the petitioner would object to their having any costs.

NORTH, J., ordered the petition to be dismissed without costs. He did not understand that there was any absolute rule that, when a petitioner dismissed his own petition, it must be dismissed with costs. No doubt that would generally be done, but it must depend on the circumstances of each case. In the present case the object of the petitioner was to put a stop to dilatory proceedings with regard to the proposed voluntary winding up. Resolutions for a voluntary winding up having been now passed, it would be fair, under the circumstances, to allow the petitioner to withdraw the petition without ordering him to pay any costs. There was no reason why a supervision order should be made to enable the shareholders who appeared to obtain their costs.—COUNSEL, *Abraham*; *William Dund*; *Eve*. SOLICITORS, *Farrer, Query, & Co.*; *Wright & Wright*; *J. S. Rubinstein*.

Re ADAM EYTON (LIM.)—North, J., 23rd April.

COMPANY—WINDING-UP PETITION—COSTS—SECOND PETITION FILED WITH NOTICE OF FIRST.

In this case there were two petitions for the winding up of the company. The second petition was prepared without any notice of the first, but, when the petitioner's solicitor went to the office to file it, he was, according to the present practice, informed by the officer of the court that another petition had already been filed. He, notwithstanding, filed the second petition, and when the petitions came on for hearing counsel for

the second petitioner insisted that costs ought to be allowed him. And it was urged that, under the old practice, the second petitioner would not, on presenting his petition, have been informed of the presentation of any prior petition.

NORTH, J., said that it was immaterial how a petitioner obtained information of a previous petition before he presented his own. The second petition was presented deliberately after notice of the first, and the petitioner must take the consequence of what he had done. His petition must be dismissed with costs as against the company, who alone appeared on it.—COUNSEL, *Coxens-Hardy*, Q.C., and *Onwald*; *Napier Higgins*, Q.C., and *Hatfield Green*; *Dunkham*; *Pochin*. SOLICITORS, *Hulbert*; *Pitman & Sons*; *Miller & Miller*; *Burchell*.

NEAL v. BARRETT—North, J., 25th April.

R. S. C., 1883, XVI., 46—DEATH OF PARTY—WANT OF LEGAL PERSONAL REPRESENTATIVE—APPOINTMENT OF REPRESENTATIVE BY COURT.

In this case the question arose whether a person who had, under rule 46 of order 16, been appointed to represent, for the purposes of the action, the estate of a deceased defendant, who had no legal personal representative, ought to be made a defendant in the action. Rule 46 provides that "if in any cause, matter, or other proceeding it shall appear to the court or a judge that any deceased person who was interested in the matter in question has no legal personal representative, the court or judge may proceed in the absence of any person representing the estate of the deceased person, or may appoint some person to represent his estate for all purposes of the cause, matter, or other proceeding, on such notice to such persons, if any, as the court or judge shall think fit, either specially or generally by public advertisement, and the order so made, and any order consequent thereon, shall bind the estate of the deceased person in the same manner in every respect as if a duly-constituted legal personal representative of the deceased had been a party to the cause, matter, or proceeding." The action was for the foreclosure of a mortgage of real estate, and was brought by a first mortgagee against the mortgagor and the second mortgagee. The second mortgagee did not appear to the writ; judgment for foreclosure was given, and the chief clerk made his certificate. After this, but before the time fixed for redemption had expired, the second mortgagee died. He had no legal personal representative. On the 5th of February the plaintiff obtained an order appointing the widow of the second mortgagee to represent his estate for the purposes of the action. The order was to be served on the widow, and it directed that she and the other defendant should, in default of payment, be foreclosed at the expiration of the period fixed for redemption. The order was served accordingly, and the plaintiff afterwards obtained an absolute order for foreclosure. The registrar declined to draw up the order, because the widow had not been added as a defendant to the action, and the point was mentioned to the court.

NORTH, J., directed the order to be drawn up without adding the widow as a defendant.—COUNSEL, *J. F. Waggett*. SOLICITORS, *Hicks & Son*.

Re HENDERSON, NOUVIOU v. FREEMAN—North, J., 21st April.

PRIVATE INTERNATIONAL LAW—FOREIGN JUDGMENT—ENFORCING BY ENGLISH COURT.

The question in this case was whether a judgment, which had been obtained against a testator in a Spanish Court, was of such a nature as to give a good cause of action in an English Court. The Spanish judgment was in respect of unpaid instalments of the purchase-money of some mines in Spain, which had been conveyed to the testator, the purchase-money being payable in instalments. The vendor was the plaintiff; the defendants were the executors of the testator. The defendants pleaded that the Spanish judgment was not a final judgment, and that it did not afford a good cause of action, and they also delivered a counter-claim, alleging that the sale to the testator was induced by fraudulent misrepresentation, and claiming repayment of the excess of the instalments of the purchase-money already paid over the real value of the property. An issue was directed to try the question whether (independently of the question of fraud) an action would lie on the Spanish judgment. According to the evidence there are two kinds of judgment in the Spanish Courts; the one being called "summary," "executive," or "remate"; the other "plenary," "declaratory," or "ordinary." The judgment on which the plaintiff sued was of the former kind. The testator had given notice of appeal from it, but had never prosecuted the appeal, though he lived for more than two years after the date of the judgment.

NORTH, J., held that the action could be maintained. He said that, according to the law of Spain, as disclosed by the evidence, proceedings were of two kinds, "summary" or "executive," and "plenary," also called "declarative" or "ordinary." The object of the former was to enable creditors and others to enforce their claims by short and expeditious means when certain determined conditions existed. It was dictated by the same policy which in this country authorized summary applications for judgment on bills of exchange, and also under order 14 under the Judicature Act—viz., the expediency of providing a prompt and ready remedy in commercial cases, and frustrating the attempts of debtors to avoid or postpone by frivolous and fictitious defences and protracted litigation the payment of their just debts. This "summary" procedure might be resorted to in numerous cases, and even with respect to immovable property—among others, in cases where a debt was shown to exist by an acknowledgment before a competent judge, or by any public document executed by the debtor; and it was not disputed that the agreement to pay contained in the purchase deed was a sufficient basis for summary proceedings. To deal properly with the defence that,

as a "remate" judgment in a summary proceeding might be displaced by a plenary judgment, the former was not final and conclusive in Spain, and, therefore, did not constitute a good cause of action here, it was necessary to consider upon what principles the courts of this country enforced the judgments of foreign courts. In *Schibasy v. Westenhols* (6 Q. B. 155), Blackburn, J., said (p. 159):—"It is unnecessary to repeat again what we have already said in *Godard v. Gray* (6 Q. B. 139). We think that, for the reasons there given, the true principle on which the judgments of foreign tribunals are enforced in England is that stated by Mr. Baron Parke in *Russell v. Glynth* (9 M. & W. 819), and again repeated by him in *Williams v. Jones* (13 M. & W. 633), that the judgment of a court of competent jurisdiction over the defendant imposes a duty or obligation on the defendant to pay the sum for which judgment is given, which the courts in this country are bound to enforce; and consequently that anything which negatives that duty, or forms a legal excuse for not performing it, is a defence to the action." These cases clearly stated the principle in a way which was binding upon him, notwithstanding the doubt thrown out by Lord Coleridge, C.J., in *Abouloff v. Oppenheimer* (10 Q. B. D. 300) as to whether the principle was accurately stated there. The jurisdiction of the Spanish courts over the testator in the summary proceeding being clear and not in dispute, did the "remate" judgment impose upon him a duty or obligation to pay the sum adjudicated to be due? His lordship was of opinion that it did, and did therefore give a right or create a cause of action, though it, no doubt, left it open to the defendants to set up by way of defence anything which negated the existence of such duty or obligation or excused them from the performance of it. That, however, was immaterial to the present purpose, and he had to decide merely whether the action would lie—not whether it could be successfully defended. His lordship held that the "summary" or "remate" judgment did impose a duty or obligation on the testator to pay the sums for which judgment was given, unless he could negative the existence of such obligation or establish some legal excuse for not performing it; and did therefore give a good cause of action. His lordship did not see how he could come to an opposite conclusion without holding that no judgment of any court of common law before the Judicature Acts could have been final, as any such judgment might have been rendered of no effect by a decree of a court of equity staying all proceedings under it. Whether the testator and his executors, who had for thirteen years retained the mines without taking any proceedings to set aside the deed, and who did not seek to rescind the contract, but merely to have the purchase-money reduced, were entitled to succeed was a question for the trial. It would be unfortunate for the plaintiff if they could, for he, having relied on his judgment, had allowed the time to elapse within which he could bring an action on the original contract, and the statute would now be a bar to such an action. His lordship was glad to be able to see his way to holding the Spanish judgment to give a good cause of action, as it appeared from the evidence that the Spanish courts carried into effect the judgments of those countries only which gave effect to prior judgments issued from Spanish courts.—COUNSEL, *Napier Higgins*, Q.C., and *Yate Lee*; *Kneelm E. Digby* and *Davenport*. SOLICITORS, *Evbank & Partington*; *Freeman & Bothamley*.

Re SMITH, CLEMENTS v. WARD—Stirling, J., 21st April.

WILL—BEQUEST FOR THE ERECTION OF A CHURCH—MARRIED WOMAN—MORTMAIN ACT (9 Geo. 2, c. 36)—43 Geo. 3, c. 108—MARRIED WOMEN'S PROPERTY ACT, 1882.

In this case the question arose whether the disability of married women to make charitable bequests under 43 Geo. 3, c. 108, had been removed by section 1, sub-section 1, of the Married Women's Property Act, 1882. By 43 Geo. 3, c. 108, it is provided that any person may, by will executed three months before death, vest in any person or persons land not exceeding five acres, or goods or chattels not exceeding £500 or towards erecting or building any church in which the rites of the Church of England are observed. And the Act contains a proviso that nothing therein contained shall extend to enable a married woman, without her husband, to make such a bequest. The testatrix in this case was a woman married before 1870, who predeceased her husband. By her will she bequeathed £200 to the vicar and churchwardens of St. John's Church, Parkhill, to be applied by them in the erection of a new church, and to be paid out of such part of her property as could be legally bequeathed for charitable purposes. An order had been made at chambers declaring this legacy to be invalid, and the vicar and churchwardens now moved to discharge that order. It was contended that the effect of the above-stated proviso was removed by section 1, sub-section 1, of the Married Women's Property Act, 1882, which enabled a married woman to dispose of her property as though she were a *feme sole*.

STIRLING, J., held that the gift was invalid. The Act of George III. had engrafted an exception upon the Mortmain Act, which exception did not extend to married women acting without their husbands. Married women, therefore, remained subject to the Mortmain Act. If the gift were valid it could only be because the Married Women's Property Act, 1882, had partially repealed the Mortmain Act. It had not done so expressly, nor, in his lordship's opinion, had it done so by implication, for (1) it contained no mention of or reference to the Mortmain Act, and (2) the partial repeal of the Mortmain Act was not necessary in order to give full effect to the provisions of the Married Women's Property Act, 1882. The motion was, therefore, refused.—COUNSEL, *Swinfen Eady*; *Pearson*, Q.C., and *Bardwell*; *Phipson Beale & Minchin*. SOLICITORS, *Taylor, Hoare, Taylor, & Bere*, for *Horton, Lee, & Lee*, Birmingham; *Letts Brothers*, for *J. H. Baker*, Birmingham; *Beale & Co.*, for *Beale & Co.*, Birmingham.

WINTER v. BAKER—Kekewich, J., 22nd April.

INJUNCTION—NUISANCE—ORGAN PLAYING—LIABILITY OF LESSOR AND LESSEE.

This action raised two questions—(1) Whether the playing of certain brass bands, organs, &c., created a nuisance which could be restrained by injunction? and (2) whether the lessor of the person who put these instruments and other means of noise into operation was properly joined as a defendant? The plaintiff, S. Winter, occupied a house in King's-road, Brentwood, Essex; the defendants were B. Baker, who owned some model lodgings with a yard behind them where the alleged nuisance took place, and his weekly tenant, W. Davies. The action claimed an injunction against the defendants to restrain them from using the yard for the purposes of shows, steam circuses, organs, swings, roundabouts, rifle-shooting galleries, or other sports or entertainments whereby a nuisance might be occasioned to the annoyance of the plaintiff. Davies had not entered an appearance, and the plaintiff moved for judgment against him in default.

KEKEWICH, J., said there were two questions, one of fact, whether there had been a nuisance, and the other of law, whether the defendant Baker was responsible. The things complained of were (1) shooting in galleries, (2) swings, (3) a roundabout with an organ, (4) the collection of crowds more or less disorderly. The law was well established, and was laid down with reference to these matters in *Walker v. Brewster* (5 Eq. 25), *Soltau v. De Held* (2 Sim. N. S. 133), and *Waiter v. Seife* (4 De G. & Sm. 315). A deal of time would be saved if parties would take the trouble to consider that what might possibly influence a jury had no effect on a judge. He must protest against the notion that a judge could not act on the general knowledge and experience which he had acquired in a somewhat active life, and he thought he was bound to give suitors the benefit of the knowledge. Approaching the case, not only with a knowledge of what he had heard in evidence, but with a general knowledge of what occurred in daily life, he must point out that shooting, if properly conducted, was not a nuisance in itself, but it might have conduced to bring large crowds together, and evidence had quite rightly been led with reference to it. There was no evidence of danger from the shooting or else the case would have fallen within *Soltau v. De Held* (*ubi supra*). But the band and the organ, which had twenty-seven trumpets, which were played from six till ten every evening, did create a nuisance, that was to say it interfered with the ordinary comfort of the neighbours, people who were not fastidious or over-sensitive, and only wanted to live like ordinary English people. There would be an injunction against Davies. Then was Baker liable? A plaintiff injured by a tort might join as defendants to his action all persons whom he could shew to be *particeps criminis*: see *Rich v. Baxter* (4 O. B. 783) and *White v. James* (18 Eq. 303). A man was not in general liable for nuisances committed by his tenant, but Baker was a party to the nuisance, as he had let the yard knowing it was to be used for these shows, and after it had been let for one week he had let it again, knowing well what had been done in the meantime. An injunction would go against Baker too; both defendants being liable for the costs.—COUNSEL, Warrington, Q.C., and Boddall; Forbes, Q.C., and Swinfen Eady.

CASES AFFECTING SOLICITORS.

WARD v. MARSHALL—Q. B. Div., 27th April.

PRIVILEGED COMMUNICATIONS—SOLICITOR'S DIARY.

This action was on a bill of exchange drawn by one Scales upon and accepted by the defendant and endorsed by Scales to Ward, the plaintiff, a solicitor. The defendant pleaded, in effect, that he had been defrauded out of the bill by Scales and that the plaintiff Ward had taken it without consideration or value. The defendant had administered interrogatories to the plaintiff, in answer to which the plaintiff had stated that he had taken the bill in payment of a bill of costs which Scales owed him. Then the defendant desired to obtain production of Ward's professional diary for the purpose of inspecting entries as to business with Scales, but the disclosure was resisted on the ground of the privilege attaching to professional confidence, the entries being minutes of communications between Ward and his client. The question was whether production of the diary should be enforced.

LORD COLERIDGE, C.J., said he was of opinion that Ward could not be compelled to shew the entries in his diary relating to professional business transacted between him and his client. The entries were, in fact, records of professional communications between them, and were to be dealt with on the same principle as if the solicitor was asked in cross-examination to state conversations between him and his client. He was of opinion that he could not be asked in the witness box to disclose such conversations. It did not follow that because the solicitor himself disclosed the fact that he was acting for Scales, as his solicitor, these communications should be disclosed. There was no suggestion of a corrupt connection between the client and the solicitor or that the confidence was created with a corrupt motive as in *Reg. v. Cox* (33 W. R. 396). If it had been so then that case might have applied, but it was not so in the present case. Then the ordinary rule of law applied that communications between a solicitor and his client in professional confidence could not be disclosed. It was urged that this tended to conceal the truth, but that was always the effect of the privilege, and as Lord Justice Knight Bruce once said "Truth may cost too much, if the disclosure disturbs the confidential relations of life and introduces into them suspicion and distrust": *Pease v. Pease* (1 De G. & Sm. 12). A. L. SMITH, J., concurred. The defendant, he said, desired to test the truth of the statement of Ward, the plaintiff, that he took the bill from Scales for

costs; and so an order had been obtained that Ward should produce his diary; but this could not be done. If it could be done, then in every case in which a party had consulted his solicitor, the communications between them of matters in an action in which the solicitor is interested must be disclosed. The privilege was that of the client, and the solicitor was entitled to set it up against the disclosure. There was no real danger of injustice succeeding at the trial in consequence of the refusal of such disclosure, for if at the trial Ward should decline to produce his bill of costs and set up the privilege against any disclosure of the facts, a jury would not be likely to accept his story. And he did not believe that any real difficulty would arise as to the privilege. But the order for production of the diary could not be supported. Order set aside.—COUNSEL, Bigham, Q.C., and H. T. Atkinson; Quiry.—Times.

LEGAL NEWS.

OBITUARY.

The Right Hon. Sir JOHN MELLOR, Knt., many years a judge of the Queen's Bench Division, died at his residence, 16, Sussex-square, on the 26th inst., from congestion of the lungs, in his seventy-eighth year. Sir J. Mellor was the son of Mr. John Mellor, of Leicester, and was born in 1809. He was a pupil in the chambers of the late Mr. Thomas Chitty, and was called to the bar at the Inner Temple in Trinity Term, 1833, when he joined the Midland Circuit, and speedily acquired a good criminal business at sessions and assizes, and became known as a rising junior on the circuit, practising also at the Parliamentary bar. In 1851 he received a silk gown from Lord Truro, and he steadily rose to the position of leader of the Midland Circuit, besides acquiring a fair share of leading business in London. He was recorder of Warwick from 1848 till 1853, and of Leicester from 1855 until his elevation to the bench. At the general election of 1852 he unsuccessfully contested Warwick in the Liberal interest, and at the general election of 1857 he was unsuccessful at Coventry, but in the autumn of the same year he was elected M.P. for Yarmouth, and at the general election two years later he was returned for the borough of Nottingham. He was not a very frequent speaker in the House of Commons, but he always gave a steady support to Lord Palmerston. In December, 1861, Mr. Justice Hill retired from the bench on account of ill-health, when the vacant seat in the Court of Queen's Bench was conferred by Lord Westbury upon Mr. Mellor, who shortly afterwards received the honour of knighthood. In conjunction with the present Lord Blackburn he sat in 1867 as a member of the Special Commission for the trial of the Manchester Fenians, and he will also be remembered as one of the three judges who sat during the protracted trial at bar for perjury of the Tichborne claimant. In June, 1879, after seventeen and a half years of judicial service, he retired on a pension, and on his last appearance on the bench he received an eloquent valedictory address from the then Attorney-General, Sir John Holker. He was shortly afterwards sworn in as a member of the Privy Council. Sir J. Mellor was a bencher of the Inner Temple. He was married in 1833 to the daughter of Mr. William Moseley, of Peckham, Surrey, and he leaves eight sons. His eldest son, the Right Hon. John William Mellor, Q.C., was Judge Advocate-General in Mr. Gladstone's third Administration. His third son, Mr. James Robert Mellor, is one of the Masters of the Supreme Court. His fourth son, Mr. Edward David Mellor, is a chief clerk in the chambers of Mr. Justice Kay. His sixth son, Mr. Charles Mellor, is a member of the North-Eastern Circuit; and his youngest son, Mr. Francis Hamilton Mellor, is a member of the Northern Circuit.

APPOINTMENTS.

Mr. WILLIAM HENRY KIRBY, Q.C., Queen's Advocate for Ireland, has been appointed Chairman of Quarter Sessions and Judge of County Courts for the counties of Armagh and Louth, in succession to the late Mr. Richard Wilson Gamble, Q.C. Mr. Kirby was called to the bar at Dublin in 1866, and he became a Queen's Counsel in 1883. He has practised on the North-East Circuit, and he was appointed Queen's Advocate in 1885.

Mr. CHARLES MILLARD, solicitor, of Dolgelly, has been appointed Clerk to the Commissioners of Taxes at that place, in succession to the late Mr. David Pugh. Mr. Millard was admitted a solicitor in 1881.

Mr. ARTHUR DENMAN, barrister, has been appointed Clerk of Assize on the South-Eastern Circuit for the Home Counties in succession to his uncle, the Hon. Richard Denman, deceased. Mr. Denman is the second son of the Hon. Mr. Justice Denman, and was born in 1857. He was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in May, 1881, and he is a member of the Midland Circuit.

Mr. THOMAS UPINGTON, Q.C., Attorney-General of the Cape Colony, has been created a Knight Commander of the Order of St. Michael and St. George. Sir T. Upington was called to the bar in Ireland in 1867. He is a Queen's Counsel for the Cape Colony, and he is a representative of the Colony at the Colonial Conference.

Mr. JOSEPH GURDALL, solicitor, of 21, Essex-street, Strand, W.C., has been appointed a Commissioner to the State of New York.

Mr. WILLIAM STEPHEN FRANCE, jun., solicitor, of Wigan, has been elected Clerk to the Commissioners of Land and Income Tax for the Wigan district, on the resignation of his father, Mr. William Stephen France, sen. Mr. France, jun., was admitted a solicitor in 1886.

Mr. ARTHUR JOHN HANSLIP WARD, solicitor, of Harwich, has been appointed Clerk to the Ramsey School Board. Mr. Ward is town clerk of the borough of Harwich. He was admitted a solicitor in 1882.

Mr. ROBERT PATTEN ADAMS, Solicitor-General of Tasmania, has been appointed a Puisne Judge of the Supreme Court of that colony. Mr. Justice Adams is the third son of Mr. James White Adams, of Martock, Somersetshire, and was born in 1831. He was called to the bar at the Middle Temple in Easter Term, 1854, and he has been Solicitor-General of Tasmania since 1867.

PARTNERSHIP DISSOLVED.

JAMES LORD MOORE and THOMAS WHALLEY MILLAR, solicitors (Moore & Millar), of 32, St. Ann-street, Manchester. April 16. [Gazette, April 26.]

GENERAL.

We are desired to state that Mr. J. Harcourt Smith, law costs draftsman and law partnership agent, of 63 and 64, Chancery-lane, has never been connected in any way whatever with the Joseph Smith, assuming the name of Harcourt and signing his name J. Harcourt Smith, charged before the Lord Mayor with uttering a forged deed.

Mr. Baron Huddleston, at the Gloucester Assizes, complained of the condition of the court, which, he said, was one of the worst he had ever been in. He noticed that something was being done towards improving the accommodation of the prisoners awaiting trial, and he hoped consideration would, as soon as possible, be extended to her Majesty's judges.

At the Winchester Assizes, on Monday, Mr. Justice Denman alluded to complaints from the Home Office as to the inadequate cell accommodation for prisoners awaiting trial. He had inspected the cells at Winchester, and asserted that if England were searched over more humane and comfortable arrangements for prisoners could not be found. His lordship added that a council of judges had unanimously agreed that three criminal assizes were sufficient, and that this would be the last time the grand and petty juries of Hampshire would be inconvenienced by trying the prisoners of other counties.

Mr. Justice Kay, on coming into court on Saturday morning last, said that he had just received a letter from the junior counsel in the *De Tourville* case, stating in effect that the affidavit of the solicitor, which alleged that the suppression of the knowledge that the infant *De Tourville* was alive had been by his advice, was false, and requesting the judge to allow the case to be put in the paper again that he might have an opportunity of denying the fact on affidavit. Having read the letter, his lordship said it was very embarrassing to a judge to receive letters of that kind, and that the course he always followed was at once to make such letters public. Every facility would always be given to everyone who desired to clear his character from an imputation upon it, especially a member of the bar, if a proper proceeding for that purpose was taken, but to write such a letter to a judge at his private address was not a proper proceeding for such a purpose. With regard to this matter, the following letters have passed:—

"*Brigham's Trusts—Re De Tourville.*"

"45, Lincoln's-inn-fields, April 25, 1887.

"Dear Sir,—In the letter you wrote to Mr. Justice Kay in this matter you first refer to the affidavit of Mr. Lea (the managing clerk of Messrs. Weston, Grover, & Lees, the Manchester solicitors), but subsequently you refer to the solicitors in the case, and you say 'but the affidavits filed are, so far as they relate to the alleged advice given by me as to the production of Dr. O'Reilly's letter, entirely false.'"

"We shall be glad to know from you without delay whether you intended to limit your allegation of falsity to Messrs. Weston, Grover, & Lees (by their managing clerk, Mr. Lea), or whether you also include us (the London agents); and in the latter case we shall further be glad to know the numbers of the paragraphs in our affidavit which you allege to be false."

"We write this on our own account only, and as the above statement affecting us has been published, we reserve the right of publishing this letter, and your reply hereto, remaining "Yours faithfully,

"BOLTON, ROBBINS, BUSK, & CO."

"J. H. Slater, Esq., 3, Plowden-buildings, Temple, E.C."

"*Re De Tourville.*"

"3, Plowden-buildings, Temple, April 26, 1887.

"Dear Sirs,—I have to acknowledge the receipt of your letter of yesterday's date, and in reply beg to state the remarks contained in the communication to which you refer had no reference to the affidavit filed by your firm."

"Yours faithfully,

"J. HERBERT SLATER."

"Messrs. Bolton, Robbins, Busk, & Co., solicitors."

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

FURNISH ON NORMAN & STACY'S SYSTEM; No Deposit; 1, 2, or 3 years credit; 60 wholesale firms. Offices, 79, Queen Victoria-st., E.C. Branches at 131, Pall Mall, S.W., & 9, Liverpool-st., E.C. Goods delivered free.—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., May 2	Mr. Jackson	Mr. Pugh	Mr. King	Mr. Leach
Tuesday .. 3	Koe	Beal	Ward	Godfrey
Wednesday .. 4	Carrington	Pugh	King	Leach
Thursday .. 5	Lavie	Beal	Ward	Godfrey
Friday .. 6	Beal	Pugh	King	Leach
Saturday .. 7	Pugh	Beal	Ward	Godfrey
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, May .. 2	Mr. Koe	Mr. Lavie		Mr. Clowes
Tuesday .. 3	Jackson	Carrington		Pemberton
Wednesday .. 4	Koe	Lavie		Clowes
Thursday .. 5	Jackson	Carrington		Pemberton
Friday .. 6	Koe	Lavie		Clowes
Saturday .. 7	Jackson	Carrington		Pemberton

COURT OF APPEAL.

EASTER SITTINGS, 1887.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

In re the Oxford Building and Investment Co. and Co's Acts app of Jason, Saunders & Co from order of Mr Justice Kay, dated 24 Jan 1887. Ja. 25
In re John Smith, dec Smith v Daniell app of plt from judgt of Mr Justice Kekewich (sitting for Mr Justice Kay), dated 8 Feb, 1887. Feb 28
Bankes v. Small app of dft from judgt of Mr Justice Kekewich, dated 11 Jan 1887. March 3

1887.

Thomas Welden v Scattergood app of dft Alice Scattergood from judgt of Mr Justice Stirling, dated 24 July, 1886. March 9 (Security ordered March 23)
J W Welden v Scattergood app of dft Alice Scattergood from judgt of Mr Justice Stirling, dated 24 July, 1886. March 9 (Security ordered March 23)
Cavendish v Cavendish app of plt from judgt of Mr Justice North, dated 1 February, 1887. March 10
Seguin v Daugars (on behalf, &c) app of dft G G Daugars from judgt of Mr Justice Kekewich, dated 4 Feb 1887. March 12
In re R D D Duffield, dec Masters v Tabram app of dft Brownson from order of Mr Justice Kay, dated 16 Feb, 1887, refusing allowance of maintenance. March 14
In re G W Marrett, dec Chalmers v Wingfield app of plt from refusal of Mr Justice Stirling to vary Chief Clerk's certificate, dated 21 Feb, 1887. March 14
Towgood, trading as Towgood Bros v A Pirie & Sons app of plt from order of Mr Justice Chitty, dated 4 Feb, 1887, on mota treated as trial of action. March 17
In re Towgood's Trade Mark No. 49,305, registered by Towgood Bros and Patents, &c, Act, 1883 app of Alfred Towgood from order of Mr Justice Chitty, dated 4 Feb, directing removal of trade mark from register. March 17
Talbot v Talbot app of J L Frere from order of Mr Justice Chitty, dismissing petition. March 17
Sheppard, on behalf, &c, v The Scinde, Punjab, & Delhi Ry Co app of pite from judgt of Mr Justice Kekewich, dated 16 Feb, 1887. March 23
In re T J Coward, dec Coward v Larkman (construction) app of dft C M Larkman from judgt of Mr Justice Kay, dated 19 Feb, 1887. March 23
In re Tyngbam's Marriage Settlement Markby v Tyngbam app of dft W F Higgins & anr from order of Mr Justice Kay, dated 22 Feb, 1887, on summa. March 24
Cubb & Co v Woodward app of Thomas Foat from refusal of Mr Justice Stirling to vary Chief Clerk's Certificate, dated 4 March, 1887. March 25
Barr v Wimbledon Local Board app of dfts from judgt of Mr Justice Kekewich, dated 4 March, 1887. March 25
Humpherson v Syer app of dft from judgt of Mr Justice Kekewich, dated 7 March, 1887. March 26
In re Robert Stewart, dec Clarke, Bart v Sandford app of F Sandford & anr from order of Mr Justice Kay, dated 1 March, 1887. March 26
In re Thos Clarke, dec Coombe v Carter app of dft from judgt of Mr Justice Kay, dated 26 February, 1887. March 29
Gooding v Wiltshire app of plt from judgt of Mr Justice Kekewich, dated 2 March, 1887. March 29
In re E M Machan, dec Hogarth v Machan app of plt M A Robson from refusal of Mr Justice North to vary Chief Clerk's Certificate, dated 3 Feb, 1887. March 31
Schneider v Bodd app of dft from judgt of Mr Justice Kay, dated 23 March, 1887. March 31
Brough & anr (on behalf, &c) v Dando, trading, &c app of T V Gurney from refusal of Mr Justice Chitty to vary Chief Clerk's Certificate, dated 10 March, 1887. March 31
Davies Bros & Co v Davies app of dft from judgt of Mr Justice Kekewich, dated 14 March, 1887. April 2
In re R C Leigh, late an Infant, now of age, and Infants' Settlement Act, 18 & 19 Vict c 43 Leigh v Leigh app of dft R C Leigh from order of Mr Justice Kay, dated 1 April, 1887, directing Settlement on Marriage. April 4
Ager v Blacklock & Co and Robinson & Co app of plt from judgt of Mr Justice Kekewich, dated 13 Jan, 1887. April 6
Franklin Hooking & Co ld v Franklin Hooking app of dft from judgt of Mr Justice Kekewich, dated 5 April, 1887. April 7
Bird v Andrew app of plt from judgt of Mr Justice Kay, dated 7 March, 1887. April 7
In re Fitzgerald's Settled Estates Fitzgerald v White app of plt from order of Mr Justice North, dated 21 March, 1887. April 13

Appeals from the County Palatine Court of Lancaster.

From Interlocutory Orders.

1886.

In re Thos Eddy, Gent, one, &c, and In re Texteth Brewery Co & Co's Acts

and Chancery Lancaster Acts app of Liquidator from refusal of Vice-Chancellor to direct account and payment of assets in hands of solicitor Oct 4 (S O till Bills taxed)

From Final Orders and Judgments.

1886.

Wilson v The Miles Plating Permanent Benefit Building Society app of pit from judgt of the Vice-Chancellor, dated 25 March, 1886 Oct 23 (S O by Order)
Hinchliffe v Sheridan & ors app of dft Sheridan from judgt of the Vice-Chancellor dated 16 August, 1886 Dec 16

1887.

Smith v Harris app of pits from order of the Vice-Chancellor, dated 29 Oct, 1886 Jan 6
White v Spencer app of pit from judgt of the Vice-Chancellor, dated 11 Jan, 1887 Feb 21
Knowles v Heathcote app of pit from judgt of the Vice-Chancellor, dated 24 Jan, 1887 Feb 23
Proctor v Bennis app of pit from judgt of the Vice-Chancellor, dated 28 Feb, 1887 March 12
Proctor v Bennis & ors app of dft Edward Bennis from judgt of the Vice-Chancellor, dated 28 Feb, 1887 April 4
In re Old Swan and West Derby Permanent Bldg Soc & Co's Acts 1862-7, Wm IV c 32, Land Acts 1854 app of W Evans from order of the Vice-Chancellor, dated 14 March, dismissing petition April 4
Clowes v McFarlane app of pit from judgt of the Vice-Chancellor, dated 28 Feb, 1887 April 7

N.B.—The County Palatine Appeals as the dates of setting down are reached in the General and Separate Lists are set aside and taken on the first Thursday in every Sitting, and afterwards on the first Thursday in the following months during the Sittings.

N.B.—During Easter Sittings Palatine Appeals (if any reached) will be taken on the following days, viz:—

Thursday, April 21st.

Thursday, May 6th.

From Orders made on Interlocutory Motions in the Chancery Division.

Separate List.

1887.

Banister v Clift app of pit from Mr Justice A L Smith sitting as Vacation Judge refusing to appoint receiver (S O till judgment in Q B action—restored by order)
In re Somerville, dec Downes v Somerville app of dft from order of Mr Justice Kay, dated Jan 28, directing payment of interest on balances March 21 (S O generally)
Anglo-American Brush Electric Light Corp, ld v R R Crompton & Co app of dfts from order of Mr Justice Kay, dated March 16, for commission to the United States March 25
Harvey v Dougherty app of dfts from refusal of Mr Justice Kay, dated March 26, to set aside service of writ in Ireland April 1
O'Dowd v Griggs (originating summons) app of pit from order of Mr Justice North, dated March 14, dismissing summons to re-open accounts April 6
Linwood v Andrews app of dft from orders of Mr Justice Kay, dated Jan 21, Feb 4 and April 1 April 7

FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.

James v Bishop app of dft from judgt of Mr Justice Wills at trial at Cardiff without a jury March 21
Guardians of Poor of Worcester Union v Guardians of Poor of Parish of Birmingham (Q B Crown Side) app of Worcester Guardians from Justices A L Smith and Grantham affirming order of Justices on special case from Sessions March 22
Crears v Burnyeat, the younger (Exor) & anr app of pit from order of Justices Day and Wills setting aside verdict and judgt at trial—action tried by Mr Justice A L Smith at Cardiff with a jury March 23
Roe v The Mutual Loan Fund Association, ld app of dft from judgt of Baron Pollock at trial in Middlesex March 24
Wm Lewis & ors v The Mayor, &c, of Borough of Swansea app of dfts from judgt of Mr Justice Mathew at trial at Swansea without a jury March 26
Baker v McGeorge & ors app of pit from judgt of Baron Pollock at trial in Middlesex without a jury March 28
W C D Eddle & anr v Assessment Committee of the City of London Union (Q B Crown Side) app of City of London Union from Justices Mathew and Cave affirming order of General Assessment Sessions March 29
Lee v Facey app of pit from judgt of Mr Justice Wills at trial at Monmouth without a jury March 29
The Adelphi Bank, ld, v The Halifax Sugar Refining Co, ld app of pit from Justices Day and Wills directing entry of judgt for dfts—action tried by Mr Justice Cave at Liverpool with a jury March 31
The Glamorganshire Banking Co, ld, v Angel & Co & Armstrong & Co app of dfts from judgt of Baron Pollock at trial in Middlesex April 1
Hamer v James & anr app of pit from judgt of Lord Justice Lopes at trial in Middlesex with a jury April 6
Banister v Clift app of dfts from judgt of Mr Justice Stephen at trial in Middlesex April 6
Jones & anr v Williams, Gittens, & anr (garnishees) app of dfts from judgt of Mr McIntyre, Q.C., sitting as Commissioner after trial at Welshpool April 6
The Mayor, &c, of the Company of Merchants of the Staple of England v Bank of England app of pits from order of Justices Day and Wills on motn after trial before Baron Pollock reserving leave to move to enter judgt The Mayor &c of the Staple of England v The Bank of England app of dfts from same order April 7
Great Northern Ry Co v Kennedy & anr app of dft from judgt of Mr Justice Field at trial in Middx without a jury April 13
City of London Contract Corporation, ld v Styles (Q B Revenue Side) app of Contract Corporation from judgt of Justices A L Smith and Grantham on case stated by Commissioners of Income Tax April 13

From Orders made on Interlocutory Motions in the Queen's Bench Division.

1887.

The Indo-European (London to Bombay) Ry Co, ld v Gustav Cipri app of pits from judgt of Mr Justice Stephen at trial of interpleader issues by order in action of Cipri v Bouville March 18
12 and 13 Vict c 46, s 13 North and S W Junction Ry Co, ld (represented, &c) v The Brentford Union Assessment Committee (Q B Crown Side) app of Assessment Committee from order of Justices Day and Wills amending a poor rate on special case stated by arbitrator March 23
Macalpin v Young app of dft from Justices Grove and Wills rescinding order of Mr Justice Grantham for discharge of receiver Dec 18 Macalpin v Young app of dft from the Lord Chief Justice and Mr Justice Mathew affirming Judge's order and Master's report as to separate property March 23
The Queen v Lord Penance (Q B Crown Side) app of J B Cox from Justices Mathew, Cave, and A L Smith, discharging rule nisi for prohibition March 24
Thomas v Edwards app of dfts from Justices A L Smith and Grantham affirming order of Nantwich County Court for committal of dft March 29
Marin v The Manchester Bonding Warehouse Co, ld (Reid and Son clmts) app of dfts from Justices Day and Wills affirming order for delivery of goods and refusing liberty to interplead Mar 29
The Queen v H H Judge Abdy (Chalmersford) and ear (Q B Crown Side) app W E P Cotton and Wife from Justices Mathew and Cave refusing prohibition in County Court action of Clarke v Cotton Mar 30
Martin v North Met Trams Co app of dfts from Justices Day and Wills refusing new trial—action tried by Mr Justice Mathew with a special jury in Middlesex Mar 31
Boss v Palmer and Saville app of pit from Justices Day and Wills affirming refusal to direct further answer to interrogatories and postpone trial April 1
In re Alfred Park, a Solicitor, Expte Incorporated Law Soc app of Alfred Park from order of Justices Day and Wills to strike off rolls April 1
Spice (trustee, &c) v R and W Hirst app of dfts from Justices Day and Wills affirming refusal to change venue to Leeds and rescission of order for special jury trial April 1
Mac Ouan, on behalf, &c v London and St Katherine Docks Co app of dfts from Justices Day and Wills refusing new trial—action tried by the Lord Chief Justice in Middlesex with a jury April 5
Harrison & anr v Lord Douglas Gordon app of pits from Justices A L Smith and Grantham affirming order for unconditional leave to defend Harrison & anr v Lord Esme S Gordon app of pits from like order Harrison & anr v Lord Lascelles app of pits from like order April 5
Evans v Saunders app of pit from Baron Huddleston and Mr Justice A L Smith refusing to set aside reference to arbitrator April 6
The London & Bristol Stock Exchange Co ld v Bloxome app of dft from Justices Day and Wills giving liberty to sign judgt for full amount and refusing leave to defend April 7
Hopkins v Vickers app of pit from Baron Huddleston and Mr Justice A L Smith setting aside signed judgt and giving leave to amend April 7
Lethbridge v Tillet app of dft from order of Mr Justice Stephen at trial referring to Official Referee to take account April 7

FROM PROBATE, DIVORCE, & ADMIRALTY DIVISION. (ADMIRALTY).

For Hearing.

With Nautical Assessors.

1887.

Ship General Pel (damage) Owners of the St Elmo and her cargo v Netherlands India Steam Navigation Co ld app of dfts from judgt of the President, dated Dec 16, 1886 Jan 12
Ship Sardinian (damage) J T Crompton & ors v Owners of the Sardinian app of pits from judgt of the President, dated Dec 6, 1886 Feb 16
Ship Star of Persia (salvage) Pritchard & ors v Owners of the Star of Persia & her cargo and freight app of pits from judgt of Mr Justice Butt, dated Jan 16, 1887 Feb 16
Ship Banahoe (damage) City of Dublin Steam Packet Co v London & N W Ry Co (owners of Banahoe) app of pits from judgt of Mr Justice Butt, dated Feb 26, 1887 March 3
Ship Dragoman (damage) Workman & ors v Owners of the Dragoman & freight app of dft from judgt of Mr Justice Butt, dated Feb 18, 1887 March 28

From the Queen's Bench Division, Sitting in Bankruptcy.

In re W H Palmer Expte W H Palmer app of debtor from Mr Registrar Hazlett (heard Oct 29 by Master of Rolls and Lords Justices Lindley & Lopes—subsequent application—S O generally)

For Hearing.

1887.

In re Betts & Block Expte H J Block app from Mr Registrar Hazlett
In re J R F Aymer Expte H L Biehoffstein app from Mr Registrar Hazlett
In re H W Beauclerk Expte H W Beauclerk app from receiving order made by Mr Registrar Giffard
In re Roberts Expte W Williams app from receiving order made by Mr Registrar Finlay Knights
In re J Caldwell Expte J Caldwell
In re Conesge Expte the Debtor app from receiving order
In re M A Benham Expte Goldring & anr app of trustee from order of Divisional Court
In re Jas McHenry Expte the Count de la Chapelle app of the Count de la Chapelle from Mr Registrar Hazlett
In re Mutton Expte the Board of Trade app from order of Divisional Court
In re McHenry Expte Viscount Bury app from order of Mr Registrar Hazlett
In re Palmer Expte W H Palmer app from order of Mr Registrar Hazlett

NOTICES TO CREDITORS UNDER TRUSTEES RELIEF ACT, for insertion in the London Gazette or any newspaper, should be sent to Harrison and Sons, Publishers London Gazette, 45, St. Martin's-lane, W.C. The Gazette is published every Tuesday and Friday.—(Adv.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 22.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

POTTHORPE COLLIERY CO. LIMITED.—Stirling, J., has fixed Tuesday, May 3, at 12, at his chambers, for the appointment of an official liquidator.
FLINTSHIRE OIL AND CANNEL CO. LIMITED.—Petn for winding up, presented April 21, directed to be heard before North, J., on Saturday, April 30. Gregory & Co. Bedford row, agents for Hill & Co. Liverpool, solors for petner.
JOSEPH AND JESSE SIDDOES, LIMITED.—Petn for winding up, presented April 19, directed to be heard before Chitty, J., on Saturday, April 30. Tucker & Lake, Seale st, Lincoln's inn, agents for Wragge & Co. Birmingham, solors for petners.
PUNJAUB AND CASHMERE CARPET CO. LIMITED.—Chitty, J., has fixed Saturday, April 30, at 12, at his chambers, for the appointment of an official liquidator.

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

JUNCTION IRON WORKS CO. LIMITED.—By an order of the court, dated March 23, it was ordered that the voluntary winding up of the company be continued. Address: w & Warburton, Manchester, solors for petners.
LANCASHIRE HOUSE OWNERS' INVESTMENT CO. LIMITED.—The Vice-Chancellor has fixed Tuesday, May 3, at 12, at 9, Cook st, Liverpool, for the appointment of an official liquidator.
VICTORIA STEERING CO. OF DROUGHTON, LIMITED.—By an order of the court, dated March 22, it was ordered that the voluntary winding up of the company be continued. Address: w & Warburton, Manchester, solors for petner.

FRIENDLY SOCIETIES DISSOLVED.

SANCTUARY HEART AND HAND, Black Lion Hotel, Middlesborough, York. April 18.

London Gazette.—TUESDAY, April 26.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

FLINTSHIRE OIL AND CANNEL CO. LIMITED.—Petn for winding up, presented April 21, directed to be heard before North, J., on Saturday, May 7. Gregory & Co. Bedford row, agents for Hill & Co. Liverpool, solors for petner.
NATIONAL AGRICULTURAL HALL CO. LIMITED.—Petn for winding up, presented April 21, directed to be heard before North, J., on Saturday, May 7. Barber & Son, St Swithin's lane, solors for petners.
SHROTHORP DAIRY CO. LIMITED.—Stirling, J., has, by an order dated Feb 25, appointed John Young, 41, Coleman st, to be official liquidator.

COUNTY PALATINE OF LANCASTER.
UNLIMITED IN CHANCERY.

STAR BLEACHING CO. LIMITED.—Petn for winding up, presented April 25, directed to be heard before the Vice-Chancellor, at St George's Hall, Liverpool, on Tuesday, May 10. Leigh, Manchester, solor for petner.

FRIENDLY SOCIETIES DISSOLVED.

LOUTH AND DISTRICT CO-OPERATIVE SOCIETY, LIMITED, Louth, Lincoln. April 19.
LOYAL WIDOWS' HOPE LODGE, Branch of the Independent Order of Odd Fellows, Manchester Unity, Yorkshire Grey Inn, Stevenage, Hertford. April 30.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 8.

BIRD, JOHN, Holt House, Fulham, Gent. May 16. Stuart v Bird, Stirling, J. Bicks, Wellington st, Strand.
TUCKER, SEPHIEN ISAACSON, Piccadilly, Somerset Herald. May 9. James v Tucker, Chitty, J. Godfray, Finsbury pavement.

London Gazette.—FRIDAY, April 15.

CREEKE, CHRISTOPHER CRABE, Bournemouth, Architect. May 16. Re Creeke's Estate, Lance v Creeke, Stirling, J. James Drutt, Bournemouth.

London Gazette.—TUESDAY, April 19.

HARDING, LAWRENCE GEORGE, Lamyath, Somerset, Gent. May 7. Harding v Harding, Chitty, J. Huxtable, Dorchester.

London Gazette.—FRIDAY, April 22.

BUTCHER, JOSEPH EDWARD, Strood, Brickmaker. June 1. Eastwood & Co. v Butcher, Stirling, J. Woodgate, Rochester.
WALLER, JOHN, Newcastle upon Tyne. May 16. Surtees v Waller, Kay, J. Robson, Newcastle upon Tyne.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 22.

RECEIVING ORDERS.

AUSTIN, THOMAS, Birmingham, Tailor. Birmingham. Pet April 19. Ord April 19.
BAMFETT, THOMAS, Haverton Hill, Durham, Farmer. Stockton on Tees and Middlesborough. Pet April 1. Ord April 16.
BARFOOT, EMOS, Tunbridge Wells, Grocer. Tunbridge Wells. Pet April 18. Ord April 18.
BRACHER, GEORGE, Great Grimsby, Smack Owner. Great Grimsby. Pet April 18. Ord April 18.
BENT, THOMAS, Westleigh, Lancs, Baker. Bolton. Pet April 20. Ord April 20.
CHURCH, JOHN, Coleman st, Builder. High Court. Pet Feb 22. Ord April 19.
DAVIES, DANIEL, Talley, Carmarthenshire, Draper. Carmarthen. Pet April 30. Ord April 30.
DAVIES, HENRY HARRIS, Llangoed Vicarage, Anglesey, Clerk in Holy Orders. Bangor. Pet April 19. Ord April 19.
DRESEL, SEPHIEN, Canton, Cardiff, out of business. Cardiff. Pet April 18. Ord April 18.
EATON, SAMUEL WILLIAM, Rothwell, Northampton, Shoemaker. Northampton. Pet Apr 20. Ord Apr 20.
EATON, WILLIAM, Hyson Green, Nottingham, Boot Dealer. Nottingham. Pet April 20. Ord April 20.

FESTWELL, THOMAS HENRY, Rotherham, Yorks, Pork Butcher. Sheffield. Pet April 20. Ord April 20.
GARRETT, CHARLES FREDERICK, Southsea, Surgeon. Portsmouth. Pet April 19. Ord April 19.
HARRIS, JOHN THOMAS, High Wycombe, Buckingham, Builder. Aylesbury. Pet April 18. Ord April 18.
HOCKIN, JAMES, Plymouth, Bootmaker. East Stonehouse. Pet April 19. Ord April 19.
HOLMES, JOHN, Leeds, Plumber. Leeds. Pet April 19. Ord April 19.
HOUGHTON, ROBERT, Redland, Bristol, Ironmonger. Bristol. Pet April 20. Ord April 20.
HUNT, CHARLES, Heanor, Derby, out of business. Derby. Pet April 19. Ord April 19.
ILLINGWORTH, JOSHUA MAUDE, York, Clerk. York. Pet April 19. Ord April 19.
JOHNSON, A W, Oxford, Retired Captain. Oxford. Pet March 21. Ord April 19.
JONES, ROBERT, Liangollen, Denbigh, Innkeeper. Wrexham. Pet April 18. Ord April 18.
JONES, THOMAS, Gellygaer, Glamorgan, Grocer. Merthyr Tydfil. Pet April 18. Ord April 18.
LOCKYER, CHARLES CLAYTON, George st, Croydon. Croydon. Pet March 29. Ord April 18.
LONGMORE, BENJAMIN, HENRY LONGMORE, and SIMON LONGMORE, Goscoat Lodge, nr Walsall, Farmers. Walsall. Pet April 19. Ord April 19.
LOOMMORE, JAMES, Kidwelly, Carmarthen, Hay Merchant. Carmarthen. Pet April 19. Ord April 19.
MOODY, ALFRED, Wimborne Minster, Dorset, Chemist. Poole. Pet April 20. Ord April 20.
NUTTALL, THOMAS, Todmorden, Lancashire, Hawker of Drapery Goods. Burnley. Pet April 6. Ord April 18.
PARKER, ROLAND, jun, Sneinton, Nottingham, Contractor. Nottingham. Pet April 20. Ord April 20.
PIDDOCKE, MORRIS, Wooler, Northumberland, Clerk in Holy Orders. Newcastle on Tyne. Pet April 20. Ord April 20.
POUNCE, GEORGE, Ripon, Yorks, Retired Tailor. Northallerton. Pet April 1. Ord April 19.
POWELL, THOMAS, Mountain Ash, Glamorganshire, Bootmaker. Aberdare. Pet April 20. Ord April 20.
REYNOLDS, DAVID FREELOVE, Swansea, Licensed Victualler. Swansea. Pet April 19. Ord April 19.
ROBINSON, GEORGE, Birmingham, Painter. Birmingham. Pet April 18. Ord April 18.
SHAW, JOSEPH, Elland, Yorks, Grocer. Halifax. Pet April 18. Ord April 18.
SMITH, JOHN WILLIAM, Fakenham, Norfolk, Carpenter. Norwich. Pet April 19. Ord April 19.
SPOAT, JOHN, and ISRAEL SCARGILL, Barnsley, Yorks, Grocers. Barnsley. Pet April 19. Ord April 19.
TAYLOR, RICHARD CARTER, Oxford st, Licensed Victualler. High Court. Pet April 16. Ord April 18.
THOMAS, SIDNEY, Albemarle st, Piccadilly, Jeweller. High Court. Pet April 20. Ord April 20.
THOMPSON, THOMAS, Scarborough, Fisherman. Scarborough. Pet Apr 18. Ord Apr 18.
THORPE, EDWARD, Hyson green, Nottingham, Beerhouse Keeper. Nottingham. Pet Apr 4. Ord Apr 19.
TOWLER, JOHN, Matlock Bath, Derbyshire, Joiner. Derby. Pet Apr 20. Ord Apr 20.
UNDERWOOD, CHARLES, Drury lane, Grocer. High Court. Pet Apr 20. Ord Apr 20.
VILLANUEVA, FERNANDO LORENZO PEDRO, Erdington, Warwickshire, Iron-bridge's Assistant. Birmingham. Pet Apr 20. Ord Apr 20.
WALKER, JAMES, Amcotts, Lincolnshire, Bricklayer. Sheffield. Pet Apr 20. Ord Apr 20.
WARREN-BONOMI, ECKERTON, Cheltenham, Artist. Cheltenham. Pet Apr 18. Ord Apr 18.
YOUNG, CHARLES, Stockton on Tees, Ironmonger. Stockton on Tees and Middlesborough. Pet Apr 16. Ord Apr 16.

FIRST MEETINGS.

BENT, THOMAS, Westleigh, Lancs, Baker. May 4 at 11. 16, Wood st, Bolton.
BLENNERN, THOMAS, Fenwick rd, Peckham, Commission Agent. April 29 at 11. 23, Carey st, Lincoln's inn.
BRUNDEN, HENRY, Chisleton, Wilts, Farmer. April 29 at 11.30. Off Rec, Swindon, Wilts.
BULFITT, CHARLES EDWARD, Southwark st, Potato Salesman. April 29 at 2.30. Bankruptcy bldg, Lincoln's inn.
CHAPPELL, JAMES, and GEORGE CHAPPELL, Nottingham, Butchers. April 29 at 12. Off Rec, 1, High pavement, Nottingham.
COLMAN, ARTHUR, Thorndon, Suffolk, no occupation. April 29 at 12.15. Off Rec, Ipswich.
DEVONALD, GEORGE JAMES, and HERBERT EDWIN HERBERT CALL, Bristol, Warehousemen. May 4 at 12.45. Great Western Hotel, Paddington.
GARRETT, CHARLES FREDERICK, Southsea, Surgeon. May 2 at 1. 165, Queen st, Portsmouth.
GREGORY, CHARLES FREDERICK, High st, Barnet, Baker. May 2 at 11. 16 Room, 20 and 31, St Swithin's lane.
HEMPLMAN, HENRY HERMAN, Lauristow rd, South Hackney, Clerk. April 29 at 2.30. Bankruptcy bldg, Portugal st, Lincoln's inn fields.
HODDINOTT, JAMES CHARLES, Swindon, Coal Merchant. April 29 at 2. Off Rec, Swindon.
HOLDEN, ISAAC, Chiddingfold, Surrey, Farm Bailiff. May 2 at 1. Boro' and County Hall, Guildford.
HORTON, ARTHUR, Sutherland gdns, Harrow rd, Window Glass Merchant. April 29 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields.
HUGHES, PHILIP, West Bromwich, Builder. May 2 at 10.30. County Court, Olbury.
HUMBERT, PIERRE, Coventry st, Leicester sq, Mining Engineer. April 29 at 11. 23, Carey st, Lincoln's inn.
ILLINGWORTH, JOSHUA MAUDE, York, Clerk. April 20 at 3. Off Rec, 17, Blake st, York.
JOHNSTON, WILLIAM, Appleby, Westmorland, Surveyor. April 30 at 11. 87, Strangeways, Kendal.
JONES, EBERHARD, Carmarvon, Draper. May 2 at 1. Royal Hotel, Carmarvon.
JONES, ROBERT, Liangollen, Innkeeper. May 6 at 2.30. Off Rec, Chester.
JONES, WALTER MEREDITH, Tredegar, Mon., Grocer. April 29 at 3. Off Rec, Merthyr Tydfil.
LAMB, SAMUEL, Heckington, Lincolnshire, Miller. May 5 at 12. Off Rec, 48, High st, Boston.
MARSH, HENRY WALLIS, Kingston upon Hull, Broker. May 2 at 11. Off Rec, Lincoln's inn bldg, Bowdley lane, Hull.
NICHOLS, THOMAS, Leicester, Plasterer. April 29 at 12. 25, Friar lane Leicester.
PALMER, GEORGE RUSSELL, Southsea, Grocer. May 2 at 2. 165, Queen st, Portsmouth.
PARRY, GRIFFITH, Llanbeblig, Carmarvonshire, Farmer. May 2 at 2. Royal Hotel, Carmarvon.

PERKETT, GEORGE RICHARD, Chichester, Tailor. May 3 at 1.15. Bankruptcy bldgs, Lincoln's inn.
 PIDDOCKE, MORRIS, Wooller, Northumberland. Clerk in Holy Orders. May 4 at 11. Off Rec, Pink lane, Newcastle on Tyne.
 PORTER, GEORGE, Tanner's hill, Deptford, Auctioneer. May 3 at 2. 109, Victoria st, Westminster.
 REYNOLDS, DAVID FREDERICK, Swansea, Licensed Victualler. May 2 at 11. Off Rec, 6, Rutland st, Swansea.
 ROBERTS, WILLIAM KYFFIN, Portmadoc, Carnarvon, Quarryman. May 3 at 1.30. Royal Hotel, Carnarvon.
 SAXON, THOMAS, Audenshaw, Lancs, Grocer. April 29 at 11.30. Ogden's chhrs, Bridge st, Manchester.
 SCHOLAS, JOHN THOMAS, Blackburn, Grocer. April 29 at 2.30. County Court, Blackburn.
 SHAW, JOSEPH, Eiland, Yorks, Grocer. May 3 at 11. Off Rec, Halifax.
 SHILTON, JOHN EDWARD, King's Heath, Worcs, Professional Cricketer. May 3 at 11. Off Rec, Birmingham.
 SMITH, JOHN ELIAS, Stockport, Licensed Victualler. Apr 29 at 12.30. Off Rec, County chhrs, Market pl, Stockport.
 SMITH, JOHN WILLIAM, Fakenham, Norfolk, Carpenter. Apr 30 at 1. Off Rec, 3, King st, Norwich.
 SMITH, JOHN WILLIAM, Stafford, Draper. May 4 at 11.25. County Court, Stafford.
 SPRING, FREDERICK GEORGE, Sandy, Beds, out of business. Apr 29 at 2.30. 33, Carey st, Lincoln's inn.
 STOKES, JOHN WESTLEY, Harborne, Staffs, Plumber. May 3 at 11. Off Rec, Birmingham.
 THOMPSON, THOMAS, Scarborough, Fisherman. April 29 at 11. Off Rec, 74, Newborough st, Scarborough.
 WALLACE, JAMES, Sunderland, Builder. April 29 at 12. Off Rec, 21, Fawcett st, Sunderland.
 WALLINGTON, JOHN, Barrow in Furness, Baker. April 29 at 12. 2, Paxton terrace, Barrow in Furness.
 WARD, EDWARD JOHN, Eccleshall, Staffordshire, Grocer. May 4 at 11.45. County Court, Stafford.
 WELLES, JOSIAH, Lewes, Sussex, Saddler. May 3 at 12.30. Bankruptcy bldgs, Lincoln's inn.
 WOOLGAR, JOHN, and JAMES WOOLGAR, Hoveham, Sussex, Builders. May 3 at 11.30. Bankruptcy bldgs, Lincoln's inn.

The following Amended Notice is substituted for that published in the London Gazette of April 19.

SIVELL, WILLIAM BASIL, Crookham hill, Kent, Gent. April 29 at 11.30. Off Rec, High st, Rochester.

ADJUDICATIONS.

BAYNES, DR GEORGE ATLYNER, Burfield House, Highgate. High Court. Pet Sept 8. Ord Apr 18.
 BAYNES, WILLIAM, and TOM DAWSON, Nottingham, Builders. Nottingham. Pet Apr 13. Ord Apr 30.
 BRACHER, GEORGE, Gt Grimsby, Smack Owner. Gt Grimsby. Pet Apr 18. Ord Apr 18.
 BEDGOOD, GEORGE, Appleton in Widnes, Lancs, Baker. Liverpool. Pet Apr 2. Ord Apr 19.
 BENT, THOMAS, Westleigh, Lancs, Baker. Bolton. Pet Apr 30. Ord Apr 30.
 BRUNSDEN, HENRY, Chisleold, Wilts, Farmer. Swindon. Pet Apr 13. Ord Apr 19.
 CAREY, HENRY GEORGE, Yeovil, Builder. Yeovil. Pet Mar 30. Ord Apr 18.
 CHURCH, JOHN, Coleman st, Builder. High Court. Pet Feb 22. Ord Apr 30.
 DAVIES, DANIEL, Talley, Carmarthenshire, Draper. Carmarthen. Pet Apr 30. Ord Apr 23.
 DORRIS, THOMAS HENRY, Aberdula, nr Neath, Glam, Gardener. Neath. Pet Apr 15. Ord Apr 30.
 EATON, SAMUEL WILLIAM, Rothwell, Northamptonshire, Shoemaker. Northampton. Pet Apr 30. Ord Apr 27.
 ELLIS, THOMAS, Chirbury, Salop, Miller. Newtown. Pet Apr 4. Ord Apr 18.
 FORSTER, THOMAS, Guisborough, Yorks, Grocer. Stockton on Tees and Middlesborough. Pet Apr 6. Ord Apr 19.
 FOWLER, JAMES, Newbury, Berks, Baker. Newbury. Pet April 5. Ord April 18.
 FRETWELL, THOMAS HENRY, Rotherham, Yorks, Pork Butcher. Sheffield. Pet April 13. Ord April 30.
 HARPER, WILLIAM, Willenhall, Stafford, Look Manufacturer. Wolverhampton. Pet April 4. Ord April 19.
 HODDINOTT, JAMES CHARLES, Swindon, Coal Merchant. Swindon. Pet April 14. Ord April 18.
 HOLMES, JOHN, Leeds, Plumber. Leeds. Pet April 19. Ord April 19.
 HUNT, CHARLES, Heanor, Derby, out of business. Derby. Pet April 19. Ord April 19.
 JENNERS, HERBERT, Waldron, Sussex, Gent. Lewes and Eastbourne. Pet March 18. Ord April 19.
 JONES, THOMAS, Gellygaer, Glamorgan, Grocer. Merthyr Tydfil. Pet April 18. Ord April 30.
 MOORE, JOSEPH, Thornton Heath, Surrey, Doctor. Croydon. Pet Feb 22. Ord April 18.
 PALMER, GEORGE RUSSELL, Southsea, Grocer. Portsmouth. Pet April 14. Ord April 15.
 PILGRIM, GEORGE ROBERT, New Malden, Surrey, Clerk. Kingston, Surrey. Pet March 16. Ord April 15.
 POWELL, THOMAS, Mount Ash, Glamorganshire, Bootmaker. Aberdare. Pet April 20. Ord April 30.
 PRYOR, GEORGE, and ALFRED PRYOR, High st, Tottenham, Builders. High Court. Pet April 14. Ord April 18.
 ROBBINS, JOHN, Durrington, Wilts, Farmer. Salisbury. Pet March 29. Ord April 18.
 ROBERTS, CHARLES, Church rd, Wimbledon, Grocer. Kingston, Surrey. Pet April 15. Ord April 19.
 SARNLEY, SAMUEL EDWARD, Queen's rd, Peckham. High Court. Pet April 19.
 SHAW, JOSEPH, Eiland, Yorks, Grocer. Halifax. Pet April 18. Ord April 18.
 SHILTON, JOHN EDWARD, King's Heath, Worcestershire, Professional Cricketer. Birmingham. Pet April 15. Ord April 18.
 THOMPSON, THOMAS, Scarborough, Fisherman. Scarborough. Pet April 18. Ord April 30.
 TOWLER, JOHN, Mastic Bath, Dertynshire, Joiner. Derby. Pet April 30. Ord April 30.
 TRAVES, JOHN APLEY, Dorchester, Auctioneer. Dorchester. Pet April 6. Ord April 18.
 UNDERWOOD, CHARLES, Drury lane, Grocer. High Court. Pet April 20. Ord April 30.
 VALENTINE, ROBERT, Longthorpe, Northamptonshire, Farmer. Peterborough. Pet April 4. Ord April 18.
 WHEATLEY, THOMAS HENRY, and HARVARD ANDREW DAVIES, Liverpool, Photographic Chemists. Liverpool. Pet March 2. Ord April 19.

WRIGHT, THOMAS HOLLIS, and DAVID JAMES WRIGHT, Narrow st, Limehouse, Wharfingers. High Court. Pet April 6. Ord April 21.

London Gazette.—TUESDAY, April 26.

RECEIVING ORDERS.

ABBOTT, EDWARD JOHN, Monk Soham, Suffolk, Carrier. Ipswich. Pet April 21. Ord April 21.
 BAILEY, PETER EDWARD, Swinton, nr Manchester, no occupation. Macclesfield. Pet March 31. Ord April 21.
 BLANCHES, EDWARD, Cleckheaton, Yorks, Weaver. Bradford. Pet April 21. Ord April 21.
 BOON, WILLIAM, Catford, Kent, Railway Agent. High Court. Pet April 23. Ord April 23.
 BOBARTON, WILLIAM, Birmingham, Grocer. Madeley, Shropshire. Pet March 31. Ord April 30.
 BULL, THOMAS EDMUND, Newport, I.W., Hotel Proprietor. Newport and Ryde. Pet April 19. Ord April 19.
 CAIRN, GEORGE, sen., St. Neots, Hunts, Innkeeper. Bedford. Pet April 22. Ord April 22.
 CANNWELL, GEORGE, Exhall, nr Coventry, Farmer. Coventry. Pet April 18. Ord April 22.
 CAREY, ISAAC, Boreford rd, Highbury, Merchant. High Court. Pet April 21. Ord April 21.
 CHADDERTON, WILLIAM, Newton Heath, Lancashire, General Dealer. Manchester. Pet April 22. Ord April 22.
 CROFT, JOHN NEWTON, Wye, Kent, Tailor. Canterbury. Pet April 21. Ord April 21.
 CROSBING, WALTER, East Stonehouse, Devon, Boot Maker. East Stonehouse. Pet April 21. Ord April 21.
 DAY, JOHN BENJAMIN, and GEORGE JAMES HAWKINS, Great Yarmouth, Ironmongers. Great Yarmouth. Pet April 22. Ord April 22.
 DEACON, HENRY, South Shields, Undertaker. Newcastle on Tyne. Pet April 22. Ord April 24.
 DYER, THOMAS, High st, Kingsland, Cheesemonger. High Court. Pet Feb 24. Ord April 30.
 HOARE, THOMAS, residence unknown, Licensed Victualler. High Court. Pet Feb 29. Ord April 23.
 HOUSDON, CHARLES, Chatsworth rd, Clapton, Grocer. High Court. Pet April 22. Ord April 22.
 HUMPHREY, JOHN SWIFT, Neath, Glamorgan, Schoolmaster. High Court. Pet April 22. Ord April 22.
 JONES, THOMAS, Anfield, nr Liverpool, Builder. Liverpool. Pet April 21. Ord April 21.
 KAT, JOHN HENRY, Banbury, Oxford, Musical Instrument Dealer. Banbury. Pet April 22. Ord April 22.
 LANGLEY, ALFRED HUGH, Ashford, Kent, Marine Store Dealer. Canterbury. Pet April 22. Ord April 22.
 LAYTON, EDWARD, Sheffield, Boot Dealer. Sheffield. Pet April 23. Ord April 23.
 LEWARTON, ELIAS ROBERT, Fulbeck, Lincs, Grocer. Nottingham. Pet April 19. Ord April 22.
 MEAL, WILLIAM, Oudworth, nr Barnsley, Yorks, Engine Driver. Barnsley. Pet April 22. Ord April 22.
 MILLA, BENJAMIN, Beccup, out of business. Oldham. Pet April 22. Ord April 22.
 MUNDAY, CHARLES, Winchester, out of business. Winchester. Pet April 21. Ord April 21.
 NEWHAM, WILLIAM, Newport, I.W., Baker. Newport and Ryde. Pet April 21. Ord April 21.
 NICHOLSON, JAMES, Southsea, Draper. Portsmouth. Pet Apr 22. Ord Apr 22.
 O'HARA, MCNEILL SHAW, and HENRY WILCOX, Phoenix Wharf, Milwall, Paint Makers. High Court. Pet Apr 22. Ord Apr 22.
 PALMER, FRANCIS, Warboys, Hunts, Retired Farmer. Peterborough. Pet Apr 22. Ord Apr 22.
 REES, JOHN, Merthyr Tydfil, Butcher. Merthyr Tydfil. Pet Apr 22. Ord Apr 22.
 REYNOLDS, JOSEPH, Bromsgrove, Worcestershire, Licensed Victualler. Worcester. Pet Apr 21. Ord Apr 21.
 ROBINSON, JAMES WILSON, Macclesfield, Grocer. Macclesfield. Pet Apr 21. Ord Apr 21.
 SCATTERGOOD, LUKE, Nottingham, Builder. Nottingham. Pet Apr 23. Ord Apr 23.
 SEWARD, THOMAS, Godmanchester, Huntingdon, Cattle Dealer. Peterborough. Pet April 22. Ord April 22.
 SHERBOURNE, EDWARD, H. S. Longridge rd, Earl's Court, Gent. High Court. Pet March 10. Ord April 21.
 STRATFORD, HENRY VERNER WINGFIELD, and FRANCIS MERVYN WINGFIELD, Stratford, Brandon st, Birmosney. High Court. Pet April 6. Ord April 21.
 THOMPSON, WILLIAM, Warley, nr Oldbury, Malster. Oldbury. Pet April 22. Ord April 22.
 TRITCHFIELD, FREDERICK HENRY, Carlisle, Jeweller. Carlisle. Pet April 22. Ord April 22.
 WADE, WILLIAM HENRY, Bradford, Yorks, Grocer. Bradford. Pet April 22. Ord April 22.
 WELLS, CHARLES, Wavertree, nr Liverpool, Gent. Liverpool. Pet April 6. Ord April 22.
 WELLWOOD, ROBERT, Wigan, Grocer. Wigan. Pet April 21. Ord April 21.
 WHEILDON, JOSEPH, Burton on Trent, Builder. Burton on Trent. Pet April 22. Ord April 22.
 WHITING, CHARLES, Liverpool, Master Mariner. Liverpool. Pet April 21. Ord April 21.
 WILSON, WILLIAM, Blackheath, Stafford, Builder. Dudley. Pet April 22. Ord April 22.
 WORKS, CARL EDWARD, Charlton, Kent, Engineer's Draughtsman. Greenwich. Pet April 22. Ord April 22.

FIRST MEETINGS.

ABBOTT, EDWARD JOHN, Monk Soham, Suffolk, Carrier. May 3 at 12. Off Rec, 2, Wedgate st, Ipswich.
 ADAMS, WILLIAM O'BRIEN, residence unknown. May 3 at 11. 33, Carey st, Lincoln's inn.
 BAILEY, PETER EDWARD, Swinton, nr Manchester, no occupation. May 4 at 11. Off Rec, 23, King Edward st, Macclesfield.
 BAKER, ALFRED BATH, Kelling Green, Ealing, Builder. May 3 at 12. 33, Carey st, Lincoln's inn.
 BAMLITT, THOMAS, Haverton hill, Durham, Farmer. May 5 at 11. Off Rec, 5, Albert rd, Middlesborough.
 BARKER, HENRY, Great Grimsby, Grocer. May 4 at 12.30. Off Rec, 2, Haven st, Great Grimsby.
 BAYNES, WILLIAM, and TOM DAWSON, Nottingham, Builders. May 5 at 11. Off Rec, 1, High pavement, Nottingham.
 BELL, GEORGE, Stockton on Tees, Implement Salesman. May 3 at 11. Off Rec, 8, Albert rd, Middlesborough.
 BENNETT, JAMES, jun, Blackheath, Staffordshire, Saddler. May 3 at 2.30. Off Rec, Dudley.

BLAIRS, EDWARD, Cleeve, Yorks, Weaver. May 4 at 11. Off Rec. 31, Manor row, Bradford.

BLOXAM, MATTHEW, Doises sq, Marylebone, Surgeon. May 5 at 11. 33, Carey st, Lincoln's inn.

BROOK, WALTER FREDERICK, Dudley, Worcestershire, Ironmonger. May 3 at 10.15. Dudley Arms Hotel, Dudley.

BULL, THOMAS EDMUND, Newport, Isle of Wight, Hotel Proprietor. May 9 at 3. Warburton's Hotel, Newport, Isle of Wight.

CLARK, WILLIAM JAMES, Packington st, Shepherdess walk, Islington, Box Manufacturer. May 4 at 11. 33, Carey st, Lincoln's inn.

COLLIER, VICTOR EMILIAN MICHAEL, Glasgow, Yorks, out of business. May 3 at 12. Off Rec. 3, Albert rd, Middlesborough.

COWPER, ALFRED ROBERT, Northampton, Hair Dresser. May 16 at 4. County Court, Northampton.

CROSBY, RODOLPHE, Portland ter, Regent's pk, Florist. May 4 at 12. Bankruptcy bldg, Lincoln's inn.

CROSSING, WALTER, East Stonehouse, Devon, Bootmaker. May 5 at 12. 18, Frankfort st, Plymouth.

DAVIES, DANIEL, Talley, Carmarthenshire, Draper. May 4 at 3. Off Rec. 11, Quay st, Carmarthen.

DEACON, HENRY, South Shields, Undertaker. May 7 at 10.30. Off Rec. Pink lane, Newcastle on Tyne.

EDWARDS, GEORGE, Lucy rd, Bermondsey, Licensed Victualler. May 3 at 11. Bankruptcy bldg, Lincoln's inn.

ELLIOT, WILLIAM, 81, Ringers ct, nr Stroud, Woollen Cloth Manufacturer. May 5 at 3.30. Imperial Hotel, Stroud.

FORESTER, THOMAS, Guisborough, Yorks, Grocer. May 3 at 11.30. Off Rec. 3, Albert rd, Middlesborough.

GEORGE, WALTER, King sq, Clerkenwell, Jeweller. May 3 at 2.30. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

GOSLING, JAMES WILLIAM, Newington green rd, Islington, Corn Merchant. May 5 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

HAYWARD, GEORGE, Canfield rd, Peckham, Traveller. May 3 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

HITCHCOCK, ARTHUR KENYON, Gt Grimsby, Butcher. May 4 at 12. Off Rec. 3, Haven st, Gt Grimsby.

HOCKIN, JAMES, Plymouth, Bootmaker. May 5 at 11. 18, Frankfort st, Plymouth.

HOLMES, JOHN, Leeds, Plumber. May 3 at 11. Off Rec. 33, Park row, Leeds.

HOUGHTON, ROBERT, Bristol, Ironmonger. May 6 at 12.15. Off Rec. Colmore row, Birmingham.

HUNT, CHARLES, Heanor, Derbyshire, out of business. May 3 at 3. Flying Horse Hotel, Nottingham.

HUTCHINSON, JOHN, Bingham, Nottinghamshire, Farmer. May 4 at 12. Off Rec. 1, High pavement, Nottingham.

KLEIN, THORVALD, Laurence Pountney hill, Agent. May 3 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

LONGMORE, BENJAMIN, HENRY LONGMORE, and SIMON LONGMORE, Gosport Lodge, nr Walsall, Farmers. May 4 at 11.15. Off Rec. Walsall.

LOOMORE, JAMES, Kidwelly, Carmarthenshire, Hay Merchant. May 4 at 11. Off Rec. 11, Quay st, Carmarthen.

MIDY, ERNEST, Beaumont st, Marylebone, Importer of Clocks. May 4 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

MOODY, ALFRED, Wimborne Minster, Dorsetshire, Chemist. May 4 at 1.30. Off Rec. Salisbury.

MUNDAY, ALBERT HENRY, Pyrton, Oxfordshire, Chair Turner. May 5 at 11.30. Off Rec. 1, St Aldates, Oxford.

NEWBAM, WILLIAM, Newport, Isle of Wight, Baker. May 7 at 11.30. Off Rec. Newport, Isle of Wight.

NUTTALL, THOMAS, Todmorden, Lancashire, Hawker of Drapery Goods. May 4 at 12.30. Queen's Hotel, Todmorden.

PARKER, THOMAS, High st, Deptford, Grocer. May 3 at 3. 109, Victoria st, Westminster.

PASSEY, CHARLES HENRY, Albert st, Victoria sq, Artist. May 4 at 12. 33, Carey st, Lincoln's inn.

PILGRIM, GEORGE ROBERT, New Malden, Clerk. May 3 at 12. 16 Room, 30 and 31, St Swithin's lane.

POUNCEY, GEORGE, Ripon, Tailor. May 5 at 11.30. Off Rec. 8, Albert rd, Middlesborough.

PRESCOTT, SAMUEL, Exmouth st, Clerkenwell, Baker. May 5 at 12. 33, Carey st, Lincoln's inn.

REYNOLDS, JOSEPH, Bromsgrove, Worcestershire, Licensed Victualler. May 11 at 11. Off Rec. Worcester.

RICHARDS, DAVID, Croydon, Cardigan, Lab. urer. May 3 at 12.30. Townhall, Aberystwith.

ROBINSON, JAMES WILSON, Macclesfield, Grocer. May 4 at 12. Off Rec. 33, King Edward st, Macclesfield.

SEWARD, THOMAS, Godmanchester, Huntingdon, Cattle Dealer. May 5 at 12.30. County Court, Peterborough.

SMITH, THOMAS TAYLER, Circus pl, Finsbury, Surveyor. May 4 at 2.30. 33, Carey st, Lincoln's inn.

TOWLER, JOHN, Matlock Bath, Derby, Joiner. May 4 at 12. Off Rec. St James's chbra, Derby.

TEATLES, MATTHEW, Stockton on Tees, Commission Agent. May 3 at 11.15. Off Rec. 3, Albert rd, Middlesborough.

TRITSCHELER, FERDINAND HENRY, Carlisle, Jeweller. May 5 at 12. Off Rec. 34, Fisher st, Carlisle.

UNDERHAY, SAMUEL JOHN, and CHARLES MARTIN LOVENDALE, Rochester pl, Kentish Town, Pianoforte Makers. May 5 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

VAUGHAN, RICHARD, jun, Dudley, Worcestershire, Haulier. May 3 at 9.45. Off Rec. Dudley.

WALTON, JOHN, Sheffield, Plasterer. May 4 at 11.30. Off Rec. Figtree lane, Sheffield.

WARREN, BONOMI EGERTON, Cheltenham, Artist. May 3 at 4.30. County Court, Cheltenham.

WHILLWOOD, ROBERT, Wigan, Grocer. May 5 at 3. Off Rec. Manchester.

WHITING, CHARLES, Liverpool, Master Mariner. May 6 at 3. Off Rec. 35, Victoria st, Liverpool.

WINGBOVE, CHARLES, Cambridge rd E, Livery Stable Keeper. May 4 at 12. 33, Carey st, Lincoln's inn.

WONFOR, A J, Sydney rd, Hornsey, Clerk. May 5 at 2.30. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

ADJUDICATIONS.

ABBOTT, EDWARD JOHN, Monk Soham, Suffolk, Carrier. Ipswich. Pet April 29. Ord April 21.

ADCOCK, JOHN, Kegworth, Leicestershire, Farmer. Leicester. Pet March 23. Ord April 19.

ARNALL, FRANCIS HENRY, Alcester, Warwickshire, Butcher. Warwick. Pet March 28. Ord April 21.

BRADLEY, JOHN, Langley Mill, Derbyshire, Brick Manufacturer. Nottingham. Pet March 21. Ord April 21.

BOND, PETER, Bourne, Mantle Manufacturer. Poole. Pet March 23. Ord April 21.

CHADDETON, WILLIAM, Newton Heath, Lancashire, General Dealer. Manchester. Pet April 23. Ord April 23.

CHAPPELL, HARRY, and GEORGE CHAPPELL, Nottingham, Butchers. Nottingham. Pet April 14. Ord April 21.

COOK, FREDERICK, Great Yarmouth, Builder. Great Yarmouth. Pet April 1. Ord April 22.

CROFT, JOHN NEWTON, Wye, Kent, Tailor. Canterbury. Pet April 21. Ord April 21.

CROSSING, WALTER, East Stonehouse, Boot Maker. East Stonehouse. Pet April 31. Ord April 23.

DAVIES, HENRY HARRIS, Llangood Vicarage, Anglesey, Clerk in Holy Orders. Bangor. Pet April 19. Ord April 23.

DAY, JOHN BENJAMIN, and GEORGE JAMES HAWKINS, Great Yarmouth, Ironmongers. Great Yarmouth. Pet April 23. Ord April 23.

DEACON, HENRY, South Shields, Undertaker. Newcastle on Tyne. Pet April 23. Ord April 23.

EATBS, WILLIAM, Nottingham, Boot Dealer. Nottingham. Pet April 30. Ord April 23.

FOUND, ALFRED, Poole, Draper. Poole. Pet April 5. Ord April 21.

GEARD, ALFRED, Bismarck rd, Upper Holloway, Builder. High Court. Pet April 12. Ord April 22.

HARDING, WALTER, and JOHN LUSCOMBE, Torquay, Builders. Exeter. Pet Mar 26. Ord Mar 23.

HOCKIN, JAMES, Plymouth, Bootmaker, East Stonehouse. Pet April 19. Ord April 23.

HOLYOAK, HARRY, Leicester, Tailor. Leicester. Pet Mar 21. Ord April 19.

HOWARD, THOMAS, Liverpool, Painter. Liverpool. Pet March 19. Ord April 21.

ILLINGWORTH, JOSHUA MAUDE, York, Clerk. York. Pet April 19. Ord April 21.

ISAAC, GEORGE TOM, Wilson st, Finsbury, Licensed Victualler. High Court. Pet April 14. Ord April 21.

IVINS, THOMAS, Leamington, Baker. Warwick. Pet April 4. Ord April 23.

JOBLEN, HENRY, Ryde, I.W., Poulterer. Newport and Ryde. Pet March 25. Ord April 21.

KAT, JOHN HENRY, Banbury, Oxfordshire, Musical Instrument Dealer. Banbury. Pet April 22. Ord April 23.

LAKEMAN, HENRY HAMPSHIRE, King's Cross rd, Printer. High Court. Pet March 16. Ord April 21.

LOOMORE, JAMES, Kidwelly, Carmarthenshire, Hay Merchant. Carmarthen. Pet April 16. Ord April 21.

MIDDLETON, EDWARD TAYLOR, Blunsdon St. Leonard, Wilts, Gent. Swindon. Pet April 2. Ord April 21.

MILLS, MICHAEL, Ordnance rd, St John's Wood, Carpenter. High Court. Pet March 16. Ord April 23.

MOORE, ALFRED, Wimborne Minster, Dorset, Chemist. Poole. Pet April 30. Ord April 22.

MORGAN, ROBERT, Ryde, I.W., Butcher. Newport and Ryde. Pet April 7. Ord April 15.

MUNDAY, ALBERT HENRY, Pyrton, Oxford, Chair Turner. Aylesbury. Pet April 16. Ord April 22.

NUTTALL, THOMAS, Todmorden, Lancashire, Hawker of Drapery Goods. Burnley. Pet April 5. Ord April 23.

PALMER, FRANCIS, Warboys, Nottingham, Retired Farmer. Peterborough. Pet April 23. Ord April 23.

PARKER, ROLAND, jun, Nottingham, Contractor. Nottingham. Pet April 30. Ord April 23.

PAUL, WILLIAM HARVEY, Pessance, Baker. Truro. Pet April 12. Ord April 23.

REES, JOHN, Merthyr Tydfil, Butcher. Merthyr Tydfil. Pet April 23. Ord April 23.

RYAN, JAMES, Edmund pl, Aldersgate st, Manufacturers' Agent. High Court. Pet March 22. Ord April 21.

SAUNDERS, ARTHUR MORRELL, Sunbury on Thames, Broker. Kingston, Surrey. Pet Feb 21. Ord April 20.

SCHLESINGER, MAX EDWARD, Finsbury sq, Builder. High Court. Pet Feb 17. Ord April 22.

SOHOLES, JOHN THOMAS, Blackburn, Grocer. Blackburn. Pet April 16. Ord April 21.

SMITH, JOHN WILLIAM, Stafford, Draper. Stafford. Pet April 4. Ord April 23.

SMITH, JOHN WILLIAM, Fakenham, Norfolk, Carpenter. Norwich. Pet April 19. Ord April 23.

SPRING, FREDERICK GEORGE, Sandy, Bedfordshire, out of business. High Court. Pet April 5. Ord April 21.

STAPLETON, GEORGE, Market Deeping, Lincolnshire, Brewer. Peterborough. Pet March 23. Ord April 23.

TAYLOR, RICHARD CARTER, Oxford st, Licensed Victualler. High Court. Pet April 16. Ord April 23.

THOMAS, SIDNEY, Godolphin rd, Shepherd's bush, Jeweller. High Court. Pet April 20. Ord April 22.

THORPE, EDWARD, Nottingham, Beerhouse Keeper. Nottingham. Pet April 4. Ord April 23.

TRITSCHELER, FERDINAND HENRY, Carlisle, Jeweller. Carlisle. Pet April 23. Ord April 22.

WADE, WILLIAM HENRY, New Leeds, Bradford, Grocer. Bradford. Pet Apr 21. Ord Apr 23.

WALLIS, THOMAS STEADMAN, Huddersfield, Woollen Merchant. Huddersfield. Pet Apr 2. Ord Apr 22.

WARD, EDWARD JOHN, Eccleshall, Staffs, Grocer. Stafford. Pet Apr 5. Ord Apr 22.

WARREN, BONOMI EGERTON, Cheltenham, Artist. Cheltenham. Pet Apr 18. Ord Apr 22.

WELHAM, JOHN CLEMENT, Lowestoft, Suffolk, Sail Maker. Gt Yarmouth. Pet Apr 21. Ord Apr 21.

WHITE, ISABEL GEORGE, South Shields, Outfitter. Newcastle on Tyne. Pet Apr 5. Ord Apr 23.

WOOLGAR, JOHN, and JAMES WOOLGAR, Horsham, Sussex, Builders. Brighton. Pet Mar 21. Ord Apr 21.

WORME, CARL EDWARD, Charlton, Kent, Engineers' Draughtsman. Greenwich. Pet Apr 22. Ord Apr 23.

SALES OF ENSUING WEEK.

May 4.—Messrs. FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Estates and House Property (see advertisement, April 16, p. 4).

May 4.—Messrs. ROBERT TIDY & SON, at the Mart, at 1 p.m., Leasehold Properties (see advertisement, this week, p. 4).

May 6.—Mr. B. A. REEVES, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, April 23, p. 4).

May 10.—Messrs. DREW & CO., at the Mart, at 2 p.m., Freehold Estates (see advertisement, this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

LATHAM.—March 15, at Shanghai, the wife of Thomas Latham, barrister-at-law, of a son.

MARRIAGES.

MOSSOP-FOX.—April 23, at Beckenham, Henry Mossop, solicitor, of Chancery-lane, to Mary Modelaine, daughter of C. Fox, of Beckenham.

PARSONS-APPLEGATE.—April 19, at Bradford-on-Avon, Charles Parsons, M.A., barrister-at-law, to Marie, daughter of Hubert Applegate, of Bradford-on-Avon.

SMITH-CHESHIRE.—April 23, at Primrose-hill, George Frederick Smith, solicitor, of Maitland-park-road, Haverstock-hill, to Eliza Cheshire, of Adelaide-road, N.W.

DEATHS.

HOWELL.—April 24, at Westbourne House, Arundel-sq. N., David Howell, solicitor, aged 68.

MELLOR.—April 26, at Sussex-sq., the Right Hon. Sir John Mellor, formerly judge of the Court of Queen's Bench, aged 75.

RICHARDS.—April 18, at Forest hill, Alfred Richards, Esq., barrister-at-law, aged 65.

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CONTENTS.

CURRENT TOPICS	431	LEGAL NEWS	439
THE INCIDENCE OF ADMINISTRATION COSTS	432	COURT PAPERS	440
THE LAND TRANSFER BILL	434	WINDING-UP NOTICES	433
CORRESPONDENCE	435	CREDITORS' NOTICES	432
		BANKRUPTCY NOTICES	433

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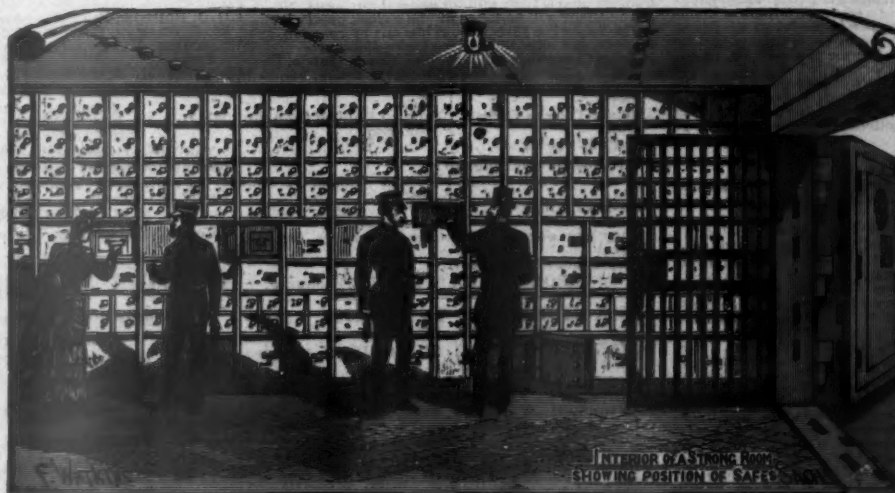
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CHAIRMAN: JAMES CUDDON, Esq., of the Middle Temple, Barrister-at-Law.

DEPUTY-CHAIRMAN: C. PEMBERTON, Esq. (Lee & Pembertons), Solicitor, 44, Lincoln's Inn Fields.

Extract from the Report of the Directors for the year ended 30th November, 1886:—

In the Fire Department new Insurances were effected for an aggregate amount of £6,994,418, yielding in new Premiums the sum of £10,618 12s. 4d.

In the Life Department during the same period 252 Policies were effected, insuring £236,245, the new Premiums received thereon amounting to £8,085 19s., of which £1,298 16s. was paid away for re-assurance. Seventeen Proposals for insuring £21,150 were declined, and 46 Proposals for insuring £73,180 were uncompleted in the year.

Nine Life Annuities for £679 2s. 10d. were granted, the purchase-money for which was £5,742 7s. 8d. Sixteen Annuities for £999 10s. 6d. became void during the year by death.

The Claims under Life and Endowment Policies amounted to £46,519 3s. 6d., which amount, although in excess of the Claims for the year 1885, is below the expectation.

The total amount of losses by fire, paid and outstanding on 30th November, was £21,615 15s., being about 45 per cent. of the net Premiums received in the year.

The average rate of Interest realized on the assets of the Company (whether productive or unproductive) was £4 11s. 2d. per cent.

Liberal Settlement of Losses. Moderate Rates of Premium. Profits divided every five years in the Life Department. Life Policies, free from all Conditions and Restrictions, are granted at a slightly increased Premium. Policies of Insurance granted against the contingency of Loss at moderate rates of Premium. Claims under Life Policies payable immediately on proof of death and title. Loans are granted on Mortgage of Life Interests, Reversions, Leasehold Houses, &c. Reversions purchased. Prospectuses and every information may be obtained from

FRANK MCGEDY, Actuary and Secretary.

CITY OF LONDON.

Freehold Building Site, land-tax redeemed, occupying about 2,300 square feet, situate in Little Trinity-lane and Sharp's-court, Queen Victoria-street.

MESSRS. ELLIS & SON are instructed to SELL by AUCTION, at the MART, Token-house-yard, Bank, on FRIDAY, MAY 20th, at TWO o'clock precisely (unless previously disposed of by private contract), the valuable FREEHOLD BUILDING SITE of Nos. 13, 14, and 15, Little Trinity-lane and Sharp's-court, having a capital frontage of about 40ft. 6, close to the Mansion-house Station, Queen Victoria-street, now covered by old buildings, let on short tenancies, but suitable for the erection of one large or two smaller warehouses.

Particulars, plans, and conditions of sale may be had at the Mart; of Messrs. Boulton, Sons, & Sandeman, Solicitors, 21A, Northampton-square; or of Messrs. Ellis & Son, Auctioneers and Surveyors, 49, Fenchurch-street.

OLAPHAM ROAD.

Fine Corner Block of Freehold Property, possessing a frontage to the Clapham and two other good roads of 500ft.

MESSRS. ELLIS & SON are directed to SELL by AUCTION, at the MART, Token-house-yard, Bank, on FRIDAY, MAY 20th, at TWO o'clock precisely (unless previously disposed of by private contract), in One or Three Lots, the above FREEHOLD PROPERTY, situate between the Stockwell-road and Clapham Railway Station, comprising twenty houses, tenements, and stabling, Nos. 261 to 273 (odd), Clapham-road; Nos. 1 to 11 (odd), Lingham-street; and Nos. 1 to 15 (odd), Northall-street; let at actual and estimated rents of about £500 per annum, but forming a valuable building estate, having a superficial area of 33,000 feet, part of which might advantageously be treated as a site for any large building requiring prominence of position, such as a public institution, post-office, tram car offices, &c. Printed particulars, plans, and conditions of sale to be had of Messrs. Druses & Aitles, Solicitors, 10, Billiter-square; at the Mart; and of Messrs. Ellis & Son, Auctioneers and Surveyors, 49, Fenchurch-street.

NORTHERN ASSURANCE COMPANY

Established 1836.

LONDON: 1, Moorgate-street, E.C. AMSTERDAM: 1, Union-toren.

INCOME & FUNDS (1886):—

Fire Premiums	£577,000
Life Premiums	191,000
Interest	132,000
Accumulated Funds	£3,124,000

LAW FIRE INSURANCE OFFICE, 114,

Chancery-lane, London, April 11, 1887.—Notice is hereby given, that the ANNUAL GENERAL MEETING of the Shareholders of the Law Fire Insurance Society will be held at the Society's House, Chancery-lane, on Tuesday, the 3rd day of May next, to elect Eight Directors in the room of the like number of Directors who go out by rotation; and also to elect Four Auditors in the room of the like number who retire; and for general purposes.

The Chair will be taken at one o'clock precisely. The following Directors, going out by rotation, are eligible, and offer themselves for re-election:—
Spencer Croughton Wilde, Esq.
John Moxon Clabon, Esq.
Frederick Peake, Esq.
Bertie John Laurie Frere, Esq.
Howard William Broughton, Esq.
Arnold William White, Esq.
William Thomas Carlisle, Esq.
George Rooper, Esq.

The Auditors retiring are:—
Edward Francis Biggs, Esq.
Octavius Leefe, Esq.
William Tanner Neve, Esq.
Edward Hugh Whitehead, Esq.

They are eligible, and offer themselves for re-election.

By Order of the Board,

GEORGE WILLIAM BELL, Secretary.

THE MORTGAGE INSURANCE CORPORATION, LIMITED.

AMOUNT OF CAPITAL SUBSCRIBED, £710,000

Offices of the Corporation—
Winchester House, Old Broad-street, E.C.

Rt. Hon. E. FREYDELL BOUVIER, Chairman.
Sir SYDNEY H. WATERLOW, Bart., Deputy-Chairman.
Policies are now being issued by this Corporation insuring Mortgages of Freehold and Leasehold Property, holders of Mortgage Debentures and Debenture Stock, against loss of principal and interest.

These Policies will be of especial advantage to Trustees who may be held responsible for losses consequent upon their investments.

Mortgages insuring with the Corporation will also be enabled to obtain Advances at the lowest possible rate of interest.

The Corporation also grants Policies to Leaseholders insuring the return of the Amount invested at the expiration of their leases or at any fixed periods.

For particulars and conditions of Insurance apply to the Secretary.

By order, JAS. C. PRINSEP, Secretary.

THE NEW ZEALAND LAND MORTGAGE COMPANY, Limited.

Capital £2,000,000, fully subscribed.

£200,000 paid up. Reserve Fund, £12,000.

The Company's loans are limited to first-class freehold mortgages. The Debenture issue is limited to the uncalled capital.

HOME DIRECTORS.

H. J. BREITOW, Esq.	Sir WILLIAM T. POWER, K.C.B.
W. K. GRAHAM, Esq.	THOS. RUSSELL, Esq.
FALCONER LARKWORTHY, Esq.	C.M.G.
ARTHUR M. MITCHISON, Esq.	Sir EDWARD W. STAFFORD, K.C.M.G.

Chairman of Colonial Board—
The Hon. Sir FREDK. WHITAKER, K.C.M.G., M.L.C., late Premier of New Zealand.

The Directors are issuing Terminable Debentures bearing interest at 4 per cent. for three years, and 4½ per cent. for five years and upwards. Interest half-yearly by Coupons.

A. M. MITCHISON, Managing Director.

Leadenhall-buildings, Leadenhall-st., London, E.C.

ACCIDENTS AT HOME AND ABROAD

Railway Accidents, Employer's Liability,

INSURED AGAINST BY

THE RAILWAY PASSENGERS' ASSURANCE COMPANY

64, CORNHILL, LONDON.

Income ... £246,000.

COMPENSATION PAID FOR 118,000 ACCIDENTS.

£2,350,000.

MODERATE PREMIUMS—FAVOURABLE CONDITIONS.

Prompt and Liberal Settlement of Claims.

CHAIRMAN—HARVIE M. FARQUHAR, Esq.

West-End Office:—3, Grand Hotel Buildings, W.C.;

Head Office:—64, CORNHILL, LONDON, E.C.

WILLIAM J. VIAN, Secretary.

